


City of Santa Fe, New Mexico

memo

DATE: June 29, 2020

TO: Jarel LaPan Hill, City Manager
Mary, McCoy, Finance Director
Erin McSherry, City Attorney
Irene Romero, Paralegal

FROM: Geralyn F. Cardenas, Assistant City Clerk 

RE: Professional Services Contract – Carl G. Boaz, Inc. for Governing
Body Meetings
MUNIS CONTRACT #3201970

Attached for your review and signature is a professional services contract for Carl G. Boaz, Inc. who provides stenographic services for Governing Body meetings.

The contract is in the amount of \$20,000.00 excluding gross receipts taxes.

Thank you.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **CARL G. BOAZ, INC.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

- 1) Appear at meetings of the Governing Body, scheduled through the City Clerk; operate and maintain electronic recording equipment; produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; and take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.
- 2) Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Verbatim transcripts shall be included in the minutes at no additional charge to the City. Transcriptions shall be submitted to the City Clerk no later than seven (7) calendar days following each meeting. Transcriptions shall be electronically submitted to the City Clerk as a Word document. The signature page, which contains the Contractor's signature, shall be electronically submitted to the City Clerk as a .PDF. An invoice shall accompany the transcription.
- 3) Attend day and evening meetings as scheduled through the City Clerk. Some weekend meetings may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.
- 4) Approved additions or corrections to the minutes shall be made by the Contractor and electronically submitted to the City Clerk's Office.
- 5) Provide duplicate copies of meeting recordings at the request of the City Clerk.
- 6) Prepare an index for each set of minutes.
- 7) At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement.

8) Obtain a Federal Tax ID number, New Mexico CRS number and local business license, prior to execution of this Agreement.

9) Provide Deliverable Products as follows:

a. The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

b. All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed (\$20,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,687.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$21,687.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

1) Six hundred and twenty five dollars (\$625.00) per regular meeting; and
2) The sum of seventy dollars (\$70.00) appearance fee and an hourly rate of twenty-five dollars and fifty cents (\$25.50) per hour transcribing the minutes of special meetings. For special meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour.

3) An hourly rate of twenty dollars (\$20.00) per hour for tape dubbing.

C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall

provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity,

be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: City Clerk's Office
200 Lincoln Avenue
Santa Fe, NM 87501
yyvigil@santafenm.gov

To the Contractor: Carl G. Boaz, Inc.
4517 Samara Road NW
Albuquerque, NM 87120
carlboaz@comcast.net

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Aug 18, 2020 10:58 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: 8/18/2020

CONTRACTOR:

Carl G. Boaz, Resident
NAME AND TITLE

DATE: July 1, 2020

CRS# 02-968743-00-08

Registration # 226520

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

YV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 30, 2020 13:18 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

1000211.510300

Business Unit Line Item

AL
AL



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201967

Contractor: Carl G. Boaz, Inc

Description: Stenography services for Governing Body Meetings - \$20,000.00

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 07/01/2020

Term End Date: 06/30/2021

☐ Approved by Council

Date: _____

Contract / Lease: Stenography Services for Governing Body Meetings FY 20/21

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: _____

Alexis Lotero
Alexis Lotero (Aug 17, 2020 19:05 MDT)

8/17/20

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Procurement issued through RFP process

4. Funding Source: 100 General Fund

Org / Object: 1000211.510300

Alexis Lotero
Alexis Lotero (Aug 17, 2020 19:05 MDT)

8/17/20

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Geralyn Cardenas

Phone # 505-955-6326

Email: gfcardenas@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carl G. Boaz, Inc.

Procurement Title: Stenography Services for Governing Body Meetings

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting City Clerk Staff Name Geralyn Cardenas

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

| | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Geralyn F. Cardenas Assistant City Clerk 08/04/2020

Department Rep Printed Name (attesting that all information included) Title Date

Geralyn F. Cardenas 08/04/2020
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

| | | | |
|------------------|--------------------|------------------|--|
| Department Name: | General Government | Department Name: | |
| Division Name: | City Clerk | Division Name: | |

Financial Information

| | | | |
|-----------------------|--------------------|--------------------|---------|
| Amount Requested: | \$20,000.00 | Munis Fund Number: | 100 |
| Vendor Name: | Carl G. Boaz, Inc. | Munis Org Number: | 1000211 |
| Approved by Director? | Yolanda Y. Vigil | Munis Object Code: | 510300 |

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

Stenography Services for Governing Body Meetings - Recurring - RFP #19/34/P

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

Contractor will keep record of meetings subject to the Open Meetings Act and if assigned to Quasi-Judicial hearings, swear in persons.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

Except for the Quasi-Judicial hearings, other departments can perform these services.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

No record of public hearings will be kept.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

No alternative funding.

| | | |
|------------------------------|-------------------------|----------------------------|
| | | |
| Procurement Office Signature | Budget Office Signature | Finance Director Signature |



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CARL G BOAZ INC
DBA: CARL G BOAZ INC

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: CARL BOAZ

License Number: 226535

Issued Date: March 12, 2020

Expiration Date: December 31, 2020

CRS Number: 02968743008

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

CARL G BOAZ INC
4517 SAMARA RD NW
ALBUQUERQUE, NM 87120

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 876-6827 FAX: (800) 833-1211

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Effective Date: 12:01 AM July 03 2019

Policy No. 42309230E

Expiration Date: 12:01 AM July 03 2021

Premium: \$208.00

COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of Carl Boaz of ALBUQUERQUE, NM ("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

LIMIT OF LIABILITY: The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of One Hundred Thousand Dollars (\$100,000.00) Dollars.
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.

SETTLEMENT: The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

CONDITIONS PRECEDENT: As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice thereof and a complete description of the facts and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

EXCLUSIONS: Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

CO-INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason by giving 10 days advance written notice. If this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons: (a) nonpayment of premium; (b) substantial change in the risk assumed since the policy was issued; (c) for the discovery of fraud or material misrepresentation made by the Insured on the application or in the presentation of a claim; or (d) any acts or omission by the Insured that substantially and materially increases the hazard insured against. If this policy is cancelled for reason (a) above, we will provide written notice to the Insured at least 10 days before the effective date of cancellation. If this policy is cancelled for reason (b) above, we will provide written notice to the Insured at least 30 days before the effective date of cancellation. If this policy is cancelled for reasons (c) or (d) above, we will provide written notice to the Insured at least 15 days before the effective date of cancellation. The reason for cancellation shall be stated on the notice.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the Insured cancels, the premium shall be fully earned. If the Company cancels, return premium shall be computed pro rata.

EFFECTIVE DATE: 12:01 AM July 03 2019

EXPIRATION DATE: 12:01 AM July 03 2021



MERCHANTS BONDING COMPANY (Mutual)

By

Larry Taylor

Larry Taylor, President

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) - 1000 ALBUQUERQUE AVENUE, SUITE 1000, ALBUQUERQUE, NM 87102
(505) 262-1000

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Effective Date: 12:01 AM July 03 2019

Policy No. 42309230E

Expiration Date: 12:01 AM July 03 2021

Premium: \$208.00

COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of
Carl Boaz of ALBUQUERQUE, NM

("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

LIMIT OF LIABILITY: The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of One Hundred Thousand Dollars (\$100,000.00) Dollars.
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY, ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.

SETTLEMENT: The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

CONDITIONS PRECEDENT: As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice, demand, or other proof of liability or damages and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

EXCLUSIONS: Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

CO-INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason by giving 10 days advance written notice. If this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons: (a) nonpayment of premium; (b) substantial change in the risk assumed since the policy was issued; (c) for the discovery of fraud or material misrepresentation made by the Insured on the application or in the presentation of a claim; or (d) any acts or omission by the Insured that substantially and materially increases the hazard insured against. If this policy is cancelled for reason (a) above, we will provide written notice to the Insured at least 10 days before the effective date of cancellation. If this policy is cancelled for reason (b) above, we will provide written notice to the Insured at least 30 days before the effective date of cancellation. If this policy is cancelled for reasons (c) or (d) above, we will provide written notice to the Insured at least 15 days before the effective date of cancellation. The reason for cancellation shall be stated on the notice.

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EFFECTIVE DATE: 12:01 AM July 03 2019

EXPIRATION DATE: 12:01 AM July 03 2021

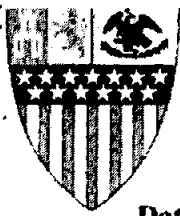


MERCHANTS BONDING COMPANY (Mutual)

By

A handwritten signature in cursive script that reads "Larry Taylor".

Larry Taylor, President



REQUEST FOR WAIVER OF INSURANCE

Date: May 6, 2019 Division/department: City Clerk's Office

Project manager: Bobbi Huseman Phone: 955-6519

Requested for (contractor name): Carl G. Boaz, Inc.

☐ General liability ☒ Auto liability ☒ Professional liability
☒ Workers compensation (Mandatory unless sole proprietor) ☒ Other insurance

Scope of services: Stenographer services for the City of Santa Fe Governing Body meetings.

Why the request for waiver: Contractor maintains own insurance on their vehicle at his/her cost. Contractor has a valid State of New Mexico Notary Public. No employees

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 1 year - not to exceed \$20,000

Is our standard contract being used: ☒ Yes ☐ No

Was the contractor asked if they carry insurance: ☒ Yes ☐ No

Is there construction/demolition: ☐ Yes ☒ No

Is there potential for bodily injury or property damage: ☐ Yes ☒ No

Are crowds or children likely to be involved: ☐ Yes ☒ No

Will the contractor be working on site in the City: ☒ Yes ☐ No

Is the contractor a professional (licensed, certified): ☐ Yes ☒ No

Will the City rely on information to make future decisions: ☐ Yes ☒ No

Could poor, non-performance or the product cause loss: ☐ Yes ☒ No

Office of Risk Management recommendation:

☒ Yes ☐ No

☒ Insurance Waiver Approved

☐ Insurance Waiver Not Approved

Eric J. Lutzenberg, City Manager

Date

48 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
75 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
BE insurance company of The Hartford Insurance Group shown below.
SBU

INSURER: TWIN CITY FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 7

Policy Number: 76 SBU BE7548 DW



SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: CARL G. BOAZ, INC.
(No., Street, Town, State, Zip Code)

4517 SAMARA RD NW
ALBUQUERQUE NM 87120

Policy Period: From 04/24/20 To 04/24/21 365 DAYS
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: NUTMEG INS AGENCY INC/PHS
Code: 210775

Previous Policy Number: 76 SBU BE7548

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$250 **DISCOUNT APPLIED:** PAID IN FULL

Countersigned by *Suean S. Castaneda*
Authorized Representative

03/09/20
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 76 SBU BE7548

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

4517 SAMARA RD NW
ALBUQUERQUE NM 87120

Description of Business:
Stenographic & Secretarial Services

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES NO COVERAGE
OUTSIDE THE PREMISES NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 76 SBU BE7548

| BUSINESS LIABILITY | LIMITS OF INSURANCE |
|---|---------------------|
| LIABILITY AND MEDICAL EXPENSES | \$1,000,000 |
| MEDICAL EXPENSES - ANY ONE PERSON | \$ 10,000 |
| PERSONAL AND ADVERTISING INJURY | \$1,000,000 |
| DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES | \$1,000,000 |
| AGGREGATE LIMITS | |
| PRODUCTS-COMPLETED OPERATIONS | \$2,000,000 |
| GENERAL AGGREGATE | \$2,000,000 |
| EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01 | |
| EACH CLAIM LIMIT | \$ 10,000 |
| DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE | |
| AGGREGATE LIMIT | \$ 10,000 |
| RETROACTIVE DATE: 04242019 | |

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**CYBERFLEX COVERAGE
FORM SS 40 26UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 76 SBU BE7548

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS
LIABILITY COVERAGE IN THIS POLICY.**

LOCATION 001 BUILDING 001

TYPE PERSON ORGANIZATION

NAME SEE FORM IE 12 00

CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

**STENOGRAPHIC SERVICES
FOR
GOVERNING BODY MEETINGS**

RFP #'19/33/P

PROPOSAL DUE:

APRIL 24, 2019

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

200 LINCOLN AVENUE

SANTA FE, NEW MEXICO 87501

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Attachments:

1. Non-Disclosure and Conflict of Interest Statement
2. Campaign Contribution Form
3. Sample Contract
4. Minimum Wage Ordinance

REQUEST FOR PROPOSALS

PROPOSAL NUMBER '19/33/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 200 Lincoln Avenue, Santa Fe, New Mexico 87501 **until 2:00 P.M. local prevailing time, April 24, 2019.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

STENOGRAPHIC SERVICES FOR GOVERNING BODY MEETINGS

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

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

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501, (505) 955-5711.

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.04.05 16:44:46 -06'00'

Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 3/28/2019
To be published on: 4/1/2019

Received by the Albuquerque Journal Newspaper on: 3/21/2019
To be published on: 3/25/2019

PROPOSAL SCHEDULE

RFP # '19/33/P

- | | | |
|----|--|---|
| 1. | Advertisement | April 1, 2019 |
| 2. | Issuance of RFP'S: | April 1, 2019 |
| 3. | Receipt of proposals: | April 24, 2019, at 2:00 p.m. local prevailing time. Purchasing Office 200 Lincoln Ave, Santa Fe, New Mexico 87501 (505) 955-5711 |
| 4. | Evaluation of proposals: | April 29, 2019 |
| 5. | Interviews: | May 3, 2019 |
| 6. | Recommendation of award to Finance Committee: | May 20, 2019 |
| 7. | Recommendation of award to City Council: | May 29, 2019 |

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

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

Offerors shall submit only one proposal in response to this RFP.

Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and rejected on that basis.

2. PREPARATION OF PROPOSAL

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

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

3. ADDENDA AND INTERPRETATIONS

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

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

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

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

4. LAWS AND REGULATIONS

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

5. METHOD OF AWARD

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the

City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

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

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

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

- 1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.
- 2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.
- 3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:
 - (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

- (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.
- 4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:
 - (1) three percent of the total possible points to a resident business:
and
 - (2) three percent of the total possible points to a business with all resident business subcontractors.
- 5) The maximum available local preference shall be 6%.
- 6) Competitive sealed proposals valued in excess of one million dollars (\$1,000,000.00)
 - (1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.
 - (2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

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

SPECIAL CONDITIONS

1. GENERAL

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

2. **ASSIGNMENT**

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

3. **VARIATION IN SCOPE OF WORK**

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

4. **DISCOUNTS**

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

5. **TAXES**

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

6. **INVOICING**

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

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

7. **METHOD OF PAYMENT**

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

8. **DEFAULT**

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

9. **NON-DISCRIMINATION**

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

10. **NON-COLLUSION**

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

SCOPE OF SERVICES

'19/33/P

The Contractor shall provide the following services for the City:

- A. Appear at meetings of the Governing Body, scheduled through the City Clerk; operate and maintain electronic recording equipment; produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; and take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.
- B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Verbatim transcripts shall be included in the minutes at no additional charge to the City. Transcriptions shall be submitted to the City Clerk no later than seven (7) calendar days following each meeting. Transcriptions shall be electronically submitted to the City Clerk as a Word document. The signature page, which contains the Contractor's signature, shall be electronically submitted to the City Clerk as a .PDF. An invoice shall accompany the transcription.
- C. Attend day and evening meetings as scheduled through the City Clerk. Some weekend meetings may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.
- D. Approved additions or corrections to the minutes shall be made by the Contractor and electronically submitted to the City Clerk's Office.
- E. Provide duplicate copies of meeting recordings at the request of the City Clerk.
- F. Prepare an index for each set of minutes.
- G. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement.
- H. Obtain a Federal Tax ID number, New Mexico CRS number and local business license, prior to execution of this Agreement.
- I. Provide Deliverable Products as follows:
 - 1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify

the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

SUBMITTAL REQUIREMENTS
'19/33P

1. A letter of interest signed and dated by the proponent.
2. A resume.
3. A narrative that includes the following:
 - (A) The proponent's ability to perform Scope of Services and time frame necessary to complete Scope of Services.
 - (B) The type of equipment that will be used for providing services related to the Scope of Services.
 - (C) The proponent's experience related to appearing at meetings; operating and maintain electronic recording equipment; producing and preserving a recoverable audio record of the verbal proceedings; taking a stenographic or speed writing record of proceedings during the progress of a meeting; and having the ability to read back, when requested, verbatim comments of involved parties.
4. Pursuant to the rates outlined in Paragraph 2, Compensation, of the Sample Professional Services Agreement, a proposal that would include the cost for providing the Scope of Services for a one-year term and the cost per year for three additional one-year terms; for a total of four years.
5. Sample of work (minutes).

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

RFP# '19/33/P

PROJECT: Stenographer – Governing Body

NAME OF CONSULTANT FIRM: _____

EVALUATION CRITERIA:

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

| Proposal Component | Weighted Value | Evaluation Points (1 = low, 10 = High) | Total Score | Max Score |
|---|----------------|--|-------------|-----------|
| Cost: Consider cost of the proposal. Is it too high/low? | 40 | | | 400 |
| Equipment: Does the proponent have the proper equipment available? Do they have reliable transportation? | 10 | | | 100 |
| Experience, Training, & Education: Consider the technical aspect, education and experience of the proponent. Do the qualifications of the proponent relate with the specific needs of project assignments? | 10 | | | 100 |
| Compliance with Scope of Work: Is the proponent familiar with demands needed to carry out the assignments? Does the proponent have knowledge and ability for the assignment? Can the proponent or is the proponent a State of New Mexico Notary Public? | 40 | | | 400 |

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

SELECTION COMMITTEE EVALUATOR

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

DEPARTMENT & DIVISION: _____

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # _____

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

SIGNATURE AND DATE:

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.

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

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

- 1) Appear at meetings of the Governing Body, scheduled through the City Clerk; operate and maintain electronic recording equipment; produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; and take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.
- 2) Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Verbatim transcripts shall be included in the minutes at no additional charge to the City. Transcriptions shall be submitted to the City Clerk no later than seven (7) calendar days following each meeting. Transcriptions shall be electronically submitted to the City Clerk as a Word document. The signature page, which contains the Contractor's signature, shall be electronically submitted to the City Clerk as a .PDF. An invoice shall accompany the transcription.
- 3) Attend day and evening meetings as scheduled through the City Clerk. Some weekend meetings may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.
- 4) Approved additions or corrections to the minutes shall be made by the Contractor and electronically submitted to the City Clerk's Office.
- 5) Provide duplicate copies of meeting recordings at the request of the City Clerk.
- 6) Prepare an index for each set of minutes.
- 7) At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement.
- 8) Obtain a Federal Tax ID number, New Mexico CRS number and local business license, prior to execution of this Agreement.

9) Provide Deliverable Products as follows:

a. The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

b. All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR – A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on DATE unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of

termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR/MANAGER

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 3/22/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

NAME AND TITLE

DATE: _____

CRS# _____

Registration # _____






City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 S
EFFECTIVE MARCH 1, 2018 ALL WORKERS WI
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$11.40
PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly
-  The March Living Wage increase corresponds to the increase in Index (CPI).
-  All employers required to have a business license or registration fr Fe ("City") must pay at least the adjusted Living Wage to employees within the Santa Fe city limits.

Signature: 
Xavier Vigil (Aug 18, 2020 10:40 MDT)

Email: xivigil@santafenm.gov












CM CLERKS STENO - Carl Boaz

Final Audit Report

2020-08-18

| | |
|-----------------|---|
| Created: | 2020-08-13 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAEEclXyhOsa7w-CQbWLUex9Gre5b0MvtT |

"CM CLERKS STENO - Carl Boaz" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-13 - 1:53:07 AM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-08-13 - 1:59:46 AM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-08-18 - 1:03:20 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-08-18 - 1:05:02 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-08-18 - 1:05:04 AM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-18 - 1:09:32 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-18 - 1:09:37 AM GMT
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-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-18 - 3:22:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature
2020-08-18 - 3:22:46 PM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)


2020-08-18 - 4:36:25 PM GMT- IP address: 104.47.65.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-08-18 - 4:40:59 PM GMT - Time Source: server- IP address: 63.232.20.2- Signature captured from device with phone number XXXXXXX8657- Initials captured from device with phone number XXXXXXX8657

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature


2020-08-18 - 4:41:01 PM GMT

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2020-08-18 - 4:57:35 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

Signature Date: 2020-08-18 - 4:58:04 PM GMT - Time Source: server- IP address: 73.26.163.62

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