

City of Santa Fe, New Mexico Memorandum



DATE:

August 25, 2020

TO:

Jarel LaPan Hill, City Manager

Mary McCoy, Finance Department Director Fran Duaway, Chief Procurement Officer

FROM:

Randy Randall, TSF Executive Director R



ITEM AND ISSUE:

Request for the approval of preventative maintenance service contract in the Total Amount of \$ 12,478.98 for the maintenance and inspections to Santa Fe Convention Center fire sprinklers, extinguishers an kitchen hoods. Vendor: American Fire Protection Group; Attn: Auriel Trujillo, auriel.trujillo@afpgusa.us, 505-835-1242.

BACKGROUND AND SUMMARY:

This is for annual maintenance and inspections to Santa Fe Convention Center fire sprinklers, extinguishers an kitchen hoods.

PROCUREMENT METHOD:

Procurement method: 1 quote (exhibit A)

CONTRACT NUMBER:

The FY20 Munis contract number is 3202065

FUNDING SOURCE:

Fund Name/Number: SFCONVCTR/Fund 520

Munis Org Name/Number: Civic Convention Ctr-Ops/5206600 Munis Object Name/Number: Contract Services/530310

ACTION REQUESTED:

TOURISM Santa Fe, SFCCC respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Fire Protection			
Procurement Title: <u>Preventative Maintenance & Inspections for SFCCC F</u>	Fire Sprinklers,	Extinguishers & 3	Kitchen Hoods
Procurement Method: State Price Agreement Cooperative Sol	le Source 🗌	Other 🗌	
Exempt Request For Proposal (RFP) Invitation To Bid (ITB)	Contract unde	er 60K 🗌 Contro	act over 60K
Department Requesting TOURISM SF	_ Staff Name _	Melanie Moore	
Procurement Requirements: A procurement file shall be maintained for all contracts, regardless of the shall contain the basis on which the award is made, all submitted bids, as and all other documentation related to or prepared in conjunction with each procurement shall contain a written determination from the Request officer, setting forth the reasoning for the contract award decision before	ll evaluation m evaluation, neg ting Departme	naterials, score she gotiation, and the o nt, signed by the p	ets, quotations ward process. urchasing
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING* YES N/A Approved Procurement Checklist (by Purchasing) Memo addressed to City Manager (under 60K) Committed State Price Agreement RFP Evaluation Committee Report ITB Bib Tab Quotes (8 valid current quotes) Cooperative Agreement Sole Source Request and Determination Form Contractors Exempt Letter Purchasing Officers approval for exempt procurement BAR FIR Executed Contract, Agreement or Amendment Current Business Registration and CRS numbers on contractors and Agreements form Certificate of Insurance All documentation presented to Committees Other:	al.		
Melanie Moore, SFCCC Operations Mana	ager		8/3/20
Department Rep Printed Name (attesting that all information included)		Title	Date
Franchinaway (0-p 30, 2020 09:47 MDT) 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 any resulting contract.



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department	
1. Munis Contract # 3202065	
Contractor: American Fire Protection	
Description: Preventative maintenance and 3 kitchen hoods.	inspections for SFCCC fire sprinklers, extinguishers and
Contract Agreement Lease / Rent O	Amendment O
Term Start Date: when signed by CM Term End	Date: 6/30/21
Approved by Council	Date:
Contract / Lease: Approved Contract by City Ma	nager
Amendment #	to the Original Contract / Lease #
Increase/(Decrease) Amount \$	
Extend Termination Date to:	
Approved by Council	Date:
Amendment is for:	
N/A	
3. Procurement History:	
Fran Junaway (Vep 30, 2020 09:47 MDT)	Sep 30, 2020
Purchasing Officer Review: Comment & Exceptions: 1 quote obtained u	Date: under \$20k. if contracts exceeds must obtain 3 Valid quotes for addtl. years
4. Funding Source: Service Contracts Alexis Lotero Alexis Lotero (Ser 20 200 1625 MIT)	Org / Object: 5206600.510310 Sep 29, 2020
Budget Officer Approval:	Date:
Comment & Exceptions:	
Staff Contact who completed this form: Shirle	Phone # 6208
Email: sjspe	ncer@santafenm.gov
To be recorded by City Clerk:	
Clerk #	
Date of Execution:	

Item#_20-0500 Munis Contract#3202065

City of Santa Fe Contract Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and American Fire Protection Group Inc. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
 - B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "You" and "your" refers to **American Fire Protection Group Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

- A. The Contractor shall perform the following work as described in Exhibit "A" attached hereto:
 - 1) Annual Fire Sprinkler inspections for 2 wet pipe, 3 dry pipe and 5 backflow.
 - 2) Three Quarterly Fire Sprinkler Inspections.
 - 3) Annual Fire Extinguisher Inspections to include 25 new 10lb ABC Fire Extinguishers.
 - 4) Simi-Annual Kitchen Hood System Inspections for 3 hoods to include new links for up to 2 tanks.
 - 5) Emergency/Exit Light Inspections.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Annual Fire Sprinkler Inspections		\$2,600
02 Three Quarterly Fire Sprinkler Inspections	S	\$3,168
03 Annual Fire Extinguisher Inspections		\$460

04 25 new 10lb ABC Fire Extinguishers	\$2,250
05 Semi-Annual Kitchen Hood System Inspections	\$1,560
06 Emergency/Exit Light Inspection	\$1,530

The total compensation under this Agreement shall not exceed **Twelve Thousand Four Hundred Seventy Eight Dollars and Ninety Eight Cents (\$12,478.98)** - Including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
 - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2021**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this

contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
 - B. Notice; City Opportunity to Cure.
- 1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

8. 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 Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. 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.

11. 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.

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. Appropriations

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. 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.

18. Release

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

19. 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 prior written approval by the City.

20. Conflict of Interest

- 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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- 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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

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 bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. 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.

27. 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 NMSA 1978, § 38-3-1 (G). 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.

28. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. 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.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long

thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

33. 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 a 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.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. 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.

36. 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.

37. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
 - 1) give the Contractor prompt written notice within 48 hours of any claim;
 - 2) allow the Contractor to control the defense of settlement of the claim; and
 - cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - replace or modify the product or service so that it becomes non-infringing;

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

or,

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the

normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City of Santa Fe:

Attn: Randy Randall, Executive Director, rrandall@santafenm.gov, 505-955-6209 201 West Marcy St Santa Fe, NM 87501

To the Contractor: American Fire Protection Group Attn: Auriel Trujillo, auriel.trujillo@afpgusa.us, 505-835-1242 8904 Adams St NE, Albuquerque, NM 87109 Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the City of Santa Fe:

Attn: Randy Randall, Executive Director, rrandall@santafenm.gov, 505-955-6209 201 West Marcy St Santa Fe, NM 87501

To the Contractor:

American Fire Protection Group

Attn: Auriel Trujillo, auriel.trujillo@afpgusa.us, 505-835-1242

8904 Adams St NE, Albuquerque, NM 87109

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:

American Fire Protection Group

Jarel LaPan Hill
Jarel LaPan Hill (Sep 30, 2020 15:00 MDT)

JAREL LAPAN-HILL, CITY MANAGER

DATE: Sep 30, 2020

NSPECTION SALES

DATE: 8 /6/200

CRS#03-242279-00-2 Registration #224159

ATTEST.

yelanda y. Digi C

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 3, 2020 08:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy, FINANCE DIRECTOR

TSF/SFCCC Service Contracts/5206600.510310 AL





September 2, 2020

To: Santa Fe Convention Center

201 West Marcy St.

Santa Fe, NM 87501

Contact:

Melanie Moore

Operations Manager

Tel: 505-629-2288

Email: mkmoore@santafenm.gov

Reference: Annual, Quarterly and Semi - Annual Fire Protection, Life Safety Systems Testing and Inspections.

SPECIFICALLY INCLUDED IN THIS PROPOSAL ARE THE FOLLOWING:

Annual Fire Sprinkler Inspection

- Includes mobilization, equipment, and necessary labor to perform the Annual Fire Sprinkler Inspections
- 2 Annual Wet Pipe Fire Sprinkler Inspection
- 4 Annual Dry Pipe Fire Sprinkler Inspection
- 5 Backflow Prevention Inspection
- Total Annual Fire Sprinkler

\$2,600.00



§ 3 Quarterly Fire Sprinkler Inspections

12 hours of labor for each inspection at \$88.00 x3 \$1,056.00

36 total hours

Total for 3 Quarterly Fire Sprinkler Inspection \$3,168.00

Annual Fire Extinguisher Inspection

- Includes mobilization, equipment and necessary labor to perform the Annual Fire Extinguisher Inspections.
- Total Annual Fire Extinguisher \$460.00
- 25 New 10lb ABC Fire Extinguishers
- Recommended for proper coverage to be up to code.
- Total for 25 New 10lb ABC Fire Extinguishers \$2,250.00

Semi- Annual Kitchen Hood System Inspection

- Inspection performed twice a year, required by code.
- 3 Kitchen Hood Inspections (6 total Inspections per Year).
- Includes new links for up to 2 tanks.
- Total Semi-Annual Kitchen Hood System \$1,560.00

Emergency/Exit Light Inspection

- Includes mobilization, materials and labor to perform the emergency and egress lighting inspection.
- Total Annual Emergency/Exit Light Inspection \$1,530.00

Total for all Annual, Quarterly, Semi-Annual Inspections \$11,568.00 + Tax (7.875%) \$910.98 = \$12,478.98



SPECIFICALLY EXCLUDED FROM THIS PROPOSAL ARE THE FOLLOWING:

- Fire watch.
- Approved repairs and parts.
- Overtime hours (Weekends and/ or holidays)

Thank you for the opportunity to quote your inspections. Should you have any questions or concerns pleased do not hesitate to call.

Sincerely,

Auriel Trujillo

Auriel.Trujillo@afpgusa.us

Work: 505-835-1242

Cell: 505-903-9704

Customer Service Representative

American Fire Protection Group

NM Lic #84802



TERMS AND CONDITIONS

The Service Order, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

- 1. This Agreement is for work performed on this Service Order only. If Customer wants American Fire Protection Group, Inc. ("Company") to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
- 2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property.

The Company is NOT responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

- 3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
- 4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES") ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES", CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$5000 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY "THE INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND



ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COPMANY WITH EVIDENCE THEREOF.

5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED

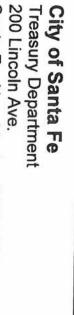
Work Order

- 6. AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$5000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES. 7. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.
- 7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection.
- 8. This Agreement may not be assigned by Customer without the written consent of the Company.
- 9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
- 10. Full payment is due upon receipt of the invoice unless otherwise agree by Company. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 8% per annum on all past due sums, together with all costs of collection, including attorney's fees.
- 11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

I have read and agreed to the Terms and Conditions above and authorize the technician to begin work. Owner/Owner's Representative:



ACCEPTANG	CE CLAUSE:
The above p hereby acce	rices, specifications and conditions are satisfactory and are pted.
BY:	DATED:
TITLE	PO#
COMPANY:	



BUSINESS REGISTRATION

Business Name: AMERICAN FIRE PROTECTION GROUP

505-955-6551

Santa Fe, New Mexico 87504-0909

Business Location: SF COUNTY

Owner:

License Number: 224159

Issued Date: January 21, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Specialty

Fees Paid: \$10.00

AMERICAN FIRE PROTECTION GROUP 3766 HAWKINS ST NE ALBUQUERQUE, NM 87109

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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Willis Towers Watson Certificate Center							
Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191	PHONE (A/C, No, Ext): 1-877-945-7378							
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#						
	INSURER A: Zurich American Insurance Company	16535						
INSURED American Fire Protection Group, Inc.	INSURER B: AXIS Surplus Insurance Company 26620							
8904 Adams St. NE.	INSURER C:							
Albuquerque, NM 87113	INSURER D :							
	INSURER E :							
	INSURER F:							

COVERAGES CERTIFICATE NUMBER: W17428812 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	×	COMMERCIAL GENERAL LIABILITY		1 () () () () () () () () () (EACH OCCURRENCE	s	2,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
A	×	Contractual Liability					MED EXP (Any one person)	s	10,000
				GLO 8902940-00	12/31/2019	12/31/2020	PERSONAL & ADV INJURY	\$	2,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:						\$	
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000
	×	ANY AUTO					BODILY INJURY (Per person)	\$	
A		OWNED SCHEDULED AUTOS ONLY		BAP 8488453-00 12/31/2019 12	12/31/2020	BODILY INJURY (Per accident)	nt) \$		
	×	HIRED X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$		
								\$	
В		UMBRELLA LIAB X OCCUR		_			EACH OCCURRENCE	\$	1,000,000
-	×	EXCESS LIAB CLAIMS-MADE		P-001-000068228-02	-000068228-02 12/31/2019 12/31/2020 AGGREGATE		AGGREGATE	\$	1,000,000
	,,	DED RETENTION\$						\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY					X PER STATUTE OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	*** ***********	12/31/2019	10/21/2020	E.L. EACH ACCIDENT	\$	5,000,000
	(Mandatory in NH)		NH)	12/31/2019	12/31/2020	E.L. DISEASE - EA EMPLOYEE	\$	5,000,000	
If yes, describe und DESCRIPTION OF		s, describe under CRIPTION OF OPERATIONS below	e under N OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	\$	5,000,000	
		-							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Project or PO #: Santa Fe Convention Center, 201 West Marcy St, Santa Fe, NM 87501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
authorized representative Sty. How

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SPENCER, SHIRLEY J.

From: MOORE, MELANIE K.

Sent: Wednesday, July 29, 2020 12:50 PM

To: SPENCER, SHIRLEY J.

Subject: FW: American Fire Protection - contract Attachments: BUSINESS LICENSE 2020.pdf; W-9.pdf

Info from American Fire

MELANIE MOORE

OPERATIONS MANAGER
TOURISM SANTA FE | COMMUNITY CONVENTION CENTER
201 WEST MARCY St., SANTA FE, NM 87501 USA
T: 505-955-6219 / 800-984-9984 / M:505-629-2288
mkmoore@santafenm.gov

From: Auriel Trujillo <Auriel.Trujillo@afpgusa.us>

Sent: Wednesday, July 29, 2020 11:11 AM

To: MOORE, MELANIE K. <mkmoore@santafenm.gov> Subject: RE: American Fire Protection - contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CRS#

03-242279-00-2

The COI I need certificate holder name and address project name and address and their coverage requirements and I can get it requested.

Thank you,

Auriel Trujillo | American Fire Protection Group, Inc. | Inspection Sales| D:505.835.1242 | C:505.238.2353 | 8904 Adams St NE| Albuquerque, NM 87109 | F: 505.298.8012 | Auriel.Trujillo@afpgusa.us

From: MOORE, MELANIE K. < mkmoore@santafenm.gov >

Sent: Monday, July 27, 2020 12:50 PM

To: Auriel Trujillo < Auriel.Trujillo@afpgusa.us>

Cc: SPENCER, SHIRLEY J. <sispencer@santafenm.gov>

Subject: American Fire Protection - contract

Auriel,

I'd still like to get the answer about fire code, but assuming we will move forward with the contract proposal for service this year ... I also need the following:

Updated:

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

						atout miles										
	American Fire P	rotection (Group, Inc		do not leave this line bla	nk.					-Aut o					
,	2 Business name/disregarded entity name, if different from above															
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.									4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
ons or	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC									Exempt payee code (If any)						
CH C	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶															
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.									Exemption from FATCA reporting code (if any)						
i Se	Other (see instru								(Аррё	es lo ac	ccounts	mainta	ined a	ulside	the U.	S.)
S.	5 Address (number, s			uctions.		Reques	itor's	name	and ad	idres	s (op)	ional)			
See	8000 WEST 78TH 6 City, state, and ZIP		SUITE 111			_										
	EDINA, MN 5543															
-	7 List account number		nai)												_	_
		12 14 16	8													
Part	Taxpaye	r Identific	ation Number	(TIN)												_
Enter y	our TIN in the appro	priate box. T	he TIN provided m	ust match the nar	me given on line 1 to	avoid	So	cial se	curity	numi	ber					
residen	t alien, sole proprie	or, or disrec	s is generally your : larded entity, see th	social security nur ne instructions for	mber (SSN). However Part I, later. For othe	r, for a			٦.			_[
entities	, it is your employer	identification	n number (ÉIN). If y	ou do not have a	number, see How to	get a	<u> </u>	Ш			Ш		\perp			
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							4	5	- 4	0	6	5	1	8	3	
Part	II Certifica	tion														_
Under p	enalties of perjury,	certify that:	:													_
1. The r	number shown on th	is form is my	y correct taxpayer i	dentification num	ber (or I am waiting fo	or a numbe	er to	be is	sued t	o me	e); an	d				
Servi	not subject to back ce (IRS) that I am su nger subject to bac	bject to bac	kup withholding as	n exempt from ba a result of a failu	ckup withholding, or re to report all interes	(b) I have r it or divide	not b	oeen r	otified the II	d by RS h	the la	ntern	nal R	leve e tha	nue at I a	ım
3. I am	a U.S. citizen or oth	er U.S. perso	on (defined below);	and												
4. The F	ATCA code(s) enter	ed on this fo	orm (if any) indicatin	ng that I am exemp	pt from FATCA repor	ting is corr	ect.									
you have acquisiti other the	e failed to report all in on or abandonment	nterest and di of secured pr	ividends on your tax roperty, cancellation	return. For real es of debt, contributi	otified by the IRS that tate transactions, item lons to an individual re out you must provide y	2 does no	t ap	ply. For	or mor	tgage and	e inte	rest erally	paid	, vme	nts	150
Sign Here	Signature of U.S. person ▶	Col-	1. Xohos	-		Date ►		1/4	10	0	19					
	eral Instru	/ /			• Form 1099-DIV (funds)	divi dend s,	incl	uding	those	fron	n sto	cks (or m	utua	al	
Section references are to the Internal Revenue Code unless otherwise noted.					 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 											
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.				 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 												
				 Form 1099-S (proceeds from real estate transactions) 												
_	ose of Form			an vertical for the ex	• Form 1099-K (me											
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer			cpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 												
dentification number (TIN) which may be your social security number SSN), individual taxpayer Identification number (ITIN), adoption					• Form 1099-C (canceled debt)											
axpaye	r identification numb report on an inform	er (ATIN), or	r employer identific	ation number	 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident 											
amount	reportable on an inf	ormation retu	urn. Examples of in		alien), to provide your correct TIN.											
amount reportable on an information return. Examples of information eturns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)					If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,											

Signature: Xavier Vigil Xavier Vigil (Sep 36, 2020 14:11 MDT)

Email: xivigil@santafenm.gov

CM TOURISM Amer Fire Packet 9 3 20

Final Audit Report 2020-10-02

Created: 2020-09-03

By: YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAAf7Vig15KUsOjzQguR8PZV9sxBeJaFof_

"CM TOURISM Amer Fire Packet 9 3 20" History

- Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) 2020-09-03 11:22:16 PM GMT- IP address: 63.232.20.2
- Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature 2020-09-03 11:27:55 PM GMT
- Email viewed by Alexis Lotero (aclotero@santafenm.gov)
- Document e-signed by Alexis Lotero (aclotero@santafenm.gov)

 Signature Date: 2020-09-29 10:25:37 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature 2020-09-29 10:25:40 PM GMT
- Email viewed by Fran Dunaway (fadunaway@santafenm.gov) 2020-09-30 3:41:49 PM GMT- IP address: 104.47.64.254
- Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
 Signature Date: 2020-09-30 3:47:26 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature 2020-09-30 3:47:29 PM GMT
- Email viewed by Mary McCoy (mtmccoy@santafenm.gov) 2020-09-30 4:34:42 PM GMT- IP address: 104.47.65.254
- Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)

 Signature Date: 2020-09-30 4:35:24 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature 2020-09-30 4:35:27 PM GMT



- Email viewed by Xavier Vigil (xivigil@santafenm.gov) 2020-09-30 7:58:49 PM GMT- IP address: 104.47.65.254
- Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

 Signature Date: 2020-09-30 8:11:32 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature 2020-09-30 8:11:35 PM GMT
- Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov) 2020-09-30 8:59:42 PM GMT- IP address: 104.47.65.254
- Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

 Signature Date: 2020-09-30 9:00:06 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature 2020-09-30 9:00:09 PM GMT
- Email viewed by Yolanda Vigil (yyvigil@santafenm.gov) 2020-10-02 5:10:09 PM GMT- IP address: 104.47.65.254
- Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

 Signature Date: 2020-10-02 5:19:04 PM GMT Time Source: server- IP address: 63.232.20.2
- Agreement completed. 2020-10-02 - 5:19:04 PM GMT

