



City of Santa Fe New Mexico

Memorandum



Date: April 19, 2024

To: John Blair, City Manager *JB*

Via: Emily Oster, Finance Department Director *CKO*
Travis Dutton-Leyda, Chief Procurement Officer *[Signature]*
Rich Brown, Community Development *Richard Brown*

From: Randy Randall, TSF Executive Director *Randy Randall*
Randy Randall (Apr 19, 2024 14:35 MDT)

Subject: Janitorial Services for Visitor Center – Railyard Depot

Vendor: Garcia's Maintenance, LLC

ITEM AND ISSUE:

Request for Approval of Janitorial Services with Garcia's Maintenance, LLC in the Total Amount of \$57,824.74 Over Two Year Term FY25 & FY26. Department Contact: Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209.

BACKGROUND AND SUMMARY:

This janitorial service is needed to maintain clean restrooms on a regular basis for the public and tourists at Railyard Depot Visitor Center restrooms twice per day, seven days a week and provide general cleaning services for TSF Railyard Depot Center three days per week.

PROCUREMENT METHOD:

3 quotes – small purchase

CONTRACT NUMBER:

The FY25 – FY 26 Munis contract number is 3204594.

FUNDING SOURCE/REVENUE: Expense Revenue

Lodger's Tax, VSF Admin., Service Contracts
2130521.510310 *AJH*

CAPITAL ASSET:

Yes No

CAPITAL PROJECT:

Yes No

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of Garcia's Maintenance Contract

ATTACHMENTS:

See Procurement Checklist

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Garcia's Maintenance, LLC.

Procurement/contract Title: Janitorial Services for TSF Visitor Center

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: TOURISM Santa Fe **Staff Name:** Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Shirley Spencer
Department Point of Contact

Admin Mgr 4/19/2024
Title Date

Randy Randall
Randy Randall (Apr. 19, 2024 14:35 MDT)

04/19/2024

Department Director

Date

Chief Procurement Officer

Apr 25, 2024
Date

ITT Representative

Title Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204594 Procurement # (RFP/ITB# If any):

Contractor: Garcia's Maintenance, LLC.

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Janitorial Services for TSF Railyard Depot Visitor Center

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: 7/1/2024 Term End Date: 6/30/2026 Total Contract Amount: 57,824.74

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease:

1.b Amendment #: n/a to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

3. Procurement History: Small Purchase - Three Quotes

[Signature] _____ Date: Apr 25, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Lodger's Tax, VSF Admin - Service Contracts

Org / Object: 2130521.510310

Andy Hopkins _____ Date: Apr 25, 2024
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Shirley Spencer

Phone #: 6208

To be recorded by City Clerk: _____

Email: sjspencer@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Janitor Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Garcia Maintenance, LLC** 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 Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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.

2. **Scope of Work**

A. The Contractor shall perform the following work:

- i. Restroom cleaning services twice per day, seven days per week. The hours of cleaning should be once in the morning and once in the afternoon/evening at Railyard Depot Visitor Center, 410 S. Guadalupe Street. Santa Fe, NM 87501.

ii.

General janitorial cleaning services for Railyard Depot Visitor Center to include but not limited to vacuuming, dusting, mopping etc. three days per week, during business hours.

All cleaning supplies and equipment will be supplied by the City of Santa Fe.

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 FY25 Restrooms	seven (7) days per week, twice per day	\$19,745.03
02 FY26 Restrooms	seven (7) days per week, twice per day	\$19,745.03
03 FY25 General Cleaning	three (3) days per week, once per day	\$9,167.34
04 FY26 General Cleaning	three (3) days per week, once per day	\$9,167.34

The total compensation under this Contract shall not exceed Fifty-Seven Thousand Eight Hundred Twenty-Four Dollars and Seventy-Four Cents (\$57,824.74) including New Mexico Gross receipts tax.

4. **Payment Provisions**

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

- A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 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 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 certification. 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2026**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 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 sub-contractors 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. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice: City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. **Liability.** Except as otherwise expressly allowed or provided under this Contract, 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; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **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 CONTRACT.**

8. **Amendment**

A. This Contract 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 Contract 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 Contract, 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 because of this Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the 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 Contract 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. The 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 Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient

appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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 Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract; Merger**

This Contract 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 contract.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, 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 Contract 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 Contract 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 Contract, 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, Section 38-3-2. By execution of this Contract, 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 Contract.

28. **Limitation of Liability**

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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 Contract 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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 Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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 Contract 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 Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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 Contract, 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
- 3) 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:

- 1) 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;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 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**

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

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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. 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 Contract.

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

To the Contractor: Garcia Maintenance, Benito Garcia, 5937 Sierra Nevada, Santa Fe, NM 87507, 505-920-1818

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 Contractor: Garcia Maintenance, 5937 Sierra Nevada, Santa Fe, NM 87507, 505-920-1818

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:
Garcia Maintenance, LLC

John Blair
John Blair (Apr 29, 2024 13:18 MDT)
JOHN BLAIR, CITY MANAGER

Benito Garcia
BENITO GARCIA, OWNER

DATE: Apr 29, 2024

DATE 04/03/2024
FED#90-107818

Registration # 222802

ATTEST:

GERALYN CARDENAS
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Apr 10, 2024 15:51 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Determination

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [WARREN, HALLE A.](#); [Purchasing DET](#)
Cc: [SPENCER, SHIRLEY J.](#); [RANDALL, RANDY](#); [CARR, DAVID A.](#)
Subject: RE: New Determination
Date: Monday, February 26, 2024 9:49:34 AM

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - cajames@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request

and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: WARREN, HALLE A. <hawarren@santafenm.gov>

Sent: Friday, February 23, 2024 4:18 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>; RANDALL, RANDY <rrandall@santafenm.gov>;
CARR, DAVID A. <dacarr@santafenm.gov>

Subject: New Determination

Good afternoon, Travis.

I need a new determination for the following scope of service for a four year term.

The list of services are as follows:

Janitorial - to include cleaning bathrooms, and general cleaning, including mopping, vacuuming, window cleaning, dusting...at the Santa Fe Train Depot Visitor Information Center.

Thank you. Have a wonderful weekend.

Sincerely,

Halle A. Warren

Visitor Services Supervisor

Tourism Santa Fe

505-955-6201 Work

505-795-4735 Cell

hawarren@santafenm.gov

From: [RANDALL, RANDY](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: FW: Proposal for Custodial Services-Train Depot REVISED
Date: Tuesday, February 13, 2024 1:55:23 PM
Attachments: [image001.png](#)
[image002.png](#)

Horizon's
Q1
Decline

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, February 13, 2024 12:28 PM
To: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: Proposal for Custodial Services-Train Depot REVISED

Correct, thank you for bearing through the process.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: RANDALL, RANDY <rrandall@santafenm.gov>
Sent: Tuesday, February 13, 2024 12:27 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: Proposal for Custodial Services-Train Depot REVISED

Just received. Guess we can now move ahead with Garcia Maintenance – correct?

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, February 13, 2024 12:26 PM
To: RANDALL, RANDY <rrandall@santafenm.gov>

Subject: Re: Proposal for Custodial Services-Train Depot REVISED

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.

Thank you, Randy.

It sounds like it's best to just decline this opportunity.

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Feb 13, 2024 at 12:01 PM RANDALL, RANDY <rrandall@santafenm.gov> wrote:

That is the total budget available. Will you be resubmitting or is that the best you can do? Randy

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Tuesday, February 13, 2024 11:07 AM

To: RANDALL, RANDY <rrandall@santafenm.gov>

Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>; Therese Baca <uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: Re: Proposal for Custodial Services-Train Depot REVISED

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Thank you, Randy.

I had assumed \$2,200 was the budget for the services itself

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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On Tue, Feb 13, 2024 at 10:49 AM RANDALL, RANDY <rrandall@santafenm.gov> wrote:

Thanks Matt. Unfortunately with the fee and tax you are still over our budget of \$2,200 per month total.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, February 13, 2024 9:18 AM
To: RANDALL, RANDY <rrandall@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>; Therese Baca <uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Proposal for Custodial Services-Train Depot REVISED

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Good morning Randy,

I apologize for the delay in getting this to you, but if you are still amenable, I have attached a revised proposal for the Train Depot that meets your budget.

Please let us know your thoughts.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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On Wed, Jan 31, 2024 at 4:29 PM Matt Loehman <mloehman@horizonsofnewmexico.org> wrote:

OK. Sounds good.

Thank you, Randy. We'll get you a revised quote ASAP.

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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On Wed, Jan 31, 2024 at 4:19 PM RANDALL, RANDY <rrandall@santafenm.gov> wrote:

The only difference I am aware of was quarterly window washing that we did not request in the scope of work.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Wednesday, January 31, 2024 2:54 PM

To: RANDALL, RANDY <rrandall@santafenm.gov>

Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>; Therese Baca <uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>

Subject: Re: Proposal for Custodial Services-Train Depot

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.

Hi Randy,

Does that scope of work differ from the one we quoted?

These services will be needed at the newly renovated Train Depot Rail Runner Station located in Santa Fe Railyard, we are looking for services 7 days per week, visiting twice per day (1-2 hours per visit). The duties will be cleaning the bathroom and cleaning the floors of the lobby.

- Clean two bathrooms two times per day
- Sweep, mop and vacuum floors every other day.
- Spot clean entrance doors and windows daily.
- Clean exterior and interior windows quarterly
- Price includes labor, equipment, cleaning supplies and all costs affiliated.

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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procurement process.

On Wed, Jan 31, 2024 at 9:20 AM RANDALL, RANDY <rrandall@santafenm.gov> wrote:

Thanks Matt. Happy to have you requote. We are asking for twice daily cleaning and restocking of the two restrooms and three times per week cleaning of the depot. Monthly budget is \$2,200. Randy

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Monday, January 29, 2024 3:59 PM

To: RANDALL, RANDY <rrandall@santafenm.gov>

Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>; Therese Baca <uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>

Subject: Re: Proposal for Custodial Services-Train Depot

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Hi Randy,

Would you allow us to requote? And if so, can you share your budget?

Thank you very much,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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On Mon, Jan 29, 2024 at 2:46 PM RANDALL, RANDY <rrandall@santafenm.gov> wrote:

Thank you for the reminder Matt. Unfortunately the price provided by the contractor is too high for what we have available in our budget. Randy

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Monday, January 29, 2024 11:29 AM

To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>

Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X.

<dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>;

RANDALL, RANDY <rrandall@santafenm.gov>; Therese Baca

<uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra

Lucero <slucero@horizonsofnewmexico.org>

Subject: Re: Proposal for Custodial Services-Train Depot

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.

Good morning Denise,

I am checking to see if you are still reviewing our proposal.

Please let us know if you have any questions.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

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On Fri, Jan 19, 2024 at 11:22 AM GABALDON, RACHEL D.

<rdgabaldon@santafenm.gov> wrote:

Thank you so much, Matt! I will forward the information and we will be back in touch soon!

Have a good Friday,

R. Denise Gabaldon, CPO

Contracts Administrator | CIP & Facilities Division | Public Works Dept.

Website: www.santafenm.gov

Email: rdgabaldon@santafenm.gov

Mobile: (505) 795-2439

Office: (505) 955-5934



CITY OF SANTA FE

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Friday, January 19, 2024 11:19 AM

To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>

Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X.

<dxcalabaza@santafenm.gov>; TORRES, JUDE R. <jrtorres@santafenm.gov>;

RANDALL, RANDY <rrandall@santafenm.gov>; Therese Baca

<uomstbaca@gmail.com>; Joseph Perez <jperez@horizonsofnewmexico.org>;

Sandra Lucero <slucero@horizonsofnewmexico.org>

Subject: Proposal for Custodial Services-Train Depot

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.

Good morning Denise,

Horizons of New Mexico, on behalf of our provider, Unlimi8ted Office Management Systems, is pleased to provide our proposed pricing for janitorial services at the City of Santa Fe's Train Depot.

Would you please let us know if you have any questions?

Can you please complete the attached form if you find our pricing acceptable?

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico

6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540

email: mloehman@horizonsofnewmexico.org

web: www.horizonsofnewmexico.org

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On Thu, Jan 11, 2024 at 9:38 AM GABALDON, RACHEL D.

[<rdgabaldon@santafenm.gov>](mailto:rdgabaldon@santafenm.gov) wrote:

Good morning Matt,

I hope all is well! I am reaching out to you this morning to request more custodial services for the City of Santa Fe. These services will be needed at the newly renovated Train Depot Rail Runner Station located in Santa Fe Railyard, we are looking for services 7 days per week, visiting twice per day (1-2 hrs per visit). Duties would be cleaning the bathroom and cleaning the floors of lobby. Please let me know if you have any other questions and I will keep an eye out for your response!

Thank you,

R. 'Denise' Gabaldon, CPO

Contracts Administrator | CIP & Facilities Division | Public Works Dept.

Website: www.santafenm.gov

Email: rdgabaldon@santafenm.gov

Mobile: (505) 795-2439

Office: (505) 955-5934



CITY OF SANTA FE

Q+2



ESTIMATE	#2765
ESTIMATE DATE	Mar 5, 2024

We Do Windows Santa Fe

Tourism Santa Fe
 Tourism Santa Fe
 201 W Marcy St
 Santa Fe, NM 87501

(505) 629-2288
 dacarr@santafenm.gov

SERVICE ADDRESS

410 S Guadalupe St
 Santa Fe, NM 87501

CONTACT US

PO Box 1451
 Santa Fe, NM 87504-1451

(505) 577-4979
 wedowindowssantafe@gmail.com

ESTIMATE

Option #1

Services	amount
General maintenance cleaning service plan - Monthly	\$5,148.00
General maintenance clean, sanitize, dusting, vacuum (area rugs), mopping of common area, service desks, and bathrooms (2) - Service plan includes building cleaning and bathroom spot checks seven (7) days per week - Three (3) deep cleanings per week on Monday, Wednesday, Friday -	
Services subtotal: \$5,148.00	
Subtotal	\$5,148.00
Tax (NM GRT (Santa Fe City) 8.188%)	\$421.52
Total	\$5,569.52

Option #2

Paper products / Sanitation supplies - October - March pricing - One (1) month supply	\$249.00
Garbage can liners, paper towels, toilet paper, hand soap	

Materials subtotal: \$249.00

Subtotal	\$249.00
----------	----------

Tax (NM GRT (Santa Fe City) 8.188%)	\$20.39
-------------------------------------	---------

Total	\$269.39
--------------	-----------------

Option #3

Paper products / Sanitation supplies - April - September pricing - One (1) month supply	\$498.00
Garbage can liners, hand towels, toilet paper, hand soap	

Materials subtotal: \$498.00

Subtotal	\$498.00
----------	----------

Tax (NM GRT (Santa Fe City) 8.188%)	\$40.78
-------------------------------------	---------

Total	\$538.78
--------------	-----------------

NOW OFFERING FULL-SERVICE MAID & JANITORIAL SERVICES! Call 505-577-4979 to learn more.

Our #1 priority here at We Do Windows is your satisfaction. This means if you are not satisfied with the outcome of our job performance, you may call us within 24 hours of your appointment, and we will resolve the problem.

We value your business. Thank you!

Q + 3

Garcia Maintenance

Residential & Commercial Quality Cleaning Services

Quote For Janitor Services

Date: _03/05/2024

Facility: Railyard Visitors Center.

Address: 740 Cerrillos RD Santa Fe, NM 87507

Amount Quoted: \$1,400 per month (\$350 per week) - for seven day per week cleaning restrooms, 2x per day, during business hours.
\$650 per month (\$162.50 per week) - for three day per week general cleaning services (vacuuming, dusting, mopping, etc.), during business hours
Total Cleaning cost = \$2,050 per month (\$512.50 per week) + 8.1875 % Tax

QUOTE - July 1, 2024, through June 30, 2026 (104.29 weeks)
104.29 weeks x \$350 per week for bathrooms = \$36,501.50
104.29 weeks x \$162.50 per week for general cleaning = \$16,947.13
Total TAX (8.1875%) x 512.50 (per week) for 104.29 weeks = \$4,376.11
Total Cleaning Cost with Tax Included = \$57,824.74

The quote has been acquired after an inspection of facility, and number of services being performed. The quote detailed description can be attached if requested.

If any questions arise or you decide you want to have the services quoted performed, please give me a call. We would be glad to provide you with our quality maintenance services. Top quality is what we strive for and to make your facility look at its best.

Benito Garcia
(505) 920-1818

Garcia Maintenance
LLC, Santa Fe NM
(505)920-1818
GarciaMaintenanceSF@outlook.com



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

BUSINESS REGISTRATION

Business Name: GARCIA MAINTENANCE
DBA: GARCIA MAINTENANCE

Business Location: 5937 SIERRA NEVADA
SANTA FE, NM 87507

Owner: BENITO GARCIA

License Number: 222802

Issued Date: January 09, 2024

Expiration Date: January 09, 2025

CRS Number: 03212602006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

GARCIA MAINTENANCE
5937 SIERRA NEVADA
SANTA FE, NM 87507

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2024

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 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 HUB INTL MOUNTAIN STATES LIMITED 41451250 PO BOX 251 HOBSON MT 59452	CONTACT NAME:	
	PHONE (406) 423-5428 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company	NAIC# 30104
INSURED BENITO GARCIA DBA GARCIA MAINTENANCE 5937 SIERRA NEVADA SANTA FE NM 87507-1633	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	41 WEC BG4891	08/09/2023	08/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY
5937 SIERRA NEVADA
SANTA FE NM 87507-1633

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

Susan L. Castaneda

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24-0314 Garcia Maintenance LLC

Final Audit Report

2024-05-03

Created:	2024-05-02
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiuw3wrO-ugvtT1rOmBOnvWI844Gz3xLZ

"24-0314 Garcia Maintenance LLC" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-05-02 - 10:50:03 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
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-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-03 - 4:16:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-03 - 4:16:11 PM GMT