



CITY OF SANTA FE

MEMORANDUM

DATE: June 18, 2024

TO: John Blair, City Manager

Via: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Bernadette Salazar, Human Resources Department Director *Bernadette Salazar*

FROM: Sarah Bolleter-Gonzales, Human Resources Supervisor

SUBJECT: Request for Approval

ITEM AND ISSUE:

Request for approval for the GSA between the City of Santa Fe and LS Screening, LLC.

BACKGROUND AND SUMMARY:

The Human Resources Department previously had a contract in place to process background checks for applicants in accordance with the City of Santa Fe Employee Background Check Policy 62103-7-5 6.1, to ensure the City of Santa Fe has shown due diligence in researching the criminal background of applicants and/or city sponsored volunteers, who have contact with minors while participating in City Programs identified in 2.0 (any position as specified by the Human Resources Department based upon responsibilities of the position). The new contract with LS Screening will ensure Human Resources remains compliant with policy.

PROCUREMENT METHOD:

General Services Contract (GSA)

CONTRACT NUMBER:

GSA# 47QREA23D00X
FY25 Munis contract #3204787

FUNDING SOURCE:

Org: 1000231 Object: 510310

ACTION REQUESTED:

Approval for the GSA for background investigation services.

ATTACHMENTS:

City of Santa Fe General Services Contract

Authorized Federal Supply Schedule FSS Price List

GSA Memo

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: LS Screening, LLC

Procurement/contract Title: Background Investigation Services

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: Human Resources

Staff Name: Sarah Bolleter-Gonzales

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Written Determination (srvs)

RFP - Confidential info to be provided to GB by CPD Buyer

ITB (include bid tab)

Other: _____

Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s

Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)

Summary of Contract (only on contracts)

Current Santa Fe Business Registration (or Exemption if no tax)

Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)

Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)

Evaluation Committee Report (RFPs only)

Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email

>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Quote(s) (3 Valid & Current for Over 20k)

BAR

FIR

Certificate of Insurance (srvs)

Sarah Bolleter-Gonzales
Department Point of Contact

Bernadette Salazar

Department Director

Chief Procurement Officer

ITT Representative

HR Supervisor 6/20/2024
Title Date

Jun 20, 2024

Date

Jun 20, 2024

Date

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: 3204787

Procurement # (RFP/ITB# If any):

Contractor: LS Screening, LLC

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

Description/Title: Background Investigation Services

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 7/1/2024 Term End Date: 7/1/2027 Total Contract Amount: \$100,000.00

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

Contract / Lease:

1.b Amendment #: 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)

Services provided by LS Screening, LLC for the total amount of \$100,000.00 to provide pre-employment background check.

3. Procurement History:

Jun 20, 2024
Purchasing Officer Review: Date:

Comment & Exceptions:

4. Funding Source: Service Contracts

Andy Hopkins

Org / Object: 1000231.510310

Jun 20, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Date:

Staff Contact who Completed This Form: Sarah Bolleter-Gonzales Phone #: 505-955-6608

To be recorded by City Clerk: Email: snbolleter-gonzales@santafenm.gov

Clerk #:

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Date: June 18, 2024

To: **LS Screening, LLC**

Attn: **Amie Kalb**

From: *Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe Purchasing Division*

RE: GSA Contract **47QREA23D000X, Human Capital-Background Investigations**

The City of Santa Fe by mutual agreement between the City and **LS Screening, LLC** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.



I agree to extend and/or renew the above referenced GSA price agreement.



I DO NOT agree to extend and/or renew the above referenced GSA price agreement.

Amie Kalb cco

Print Name, Title

amie.kalb@lsscreen.com

Email Address

Amie Kalb

Signature

LS Screening, LLC

Company Name

Jun 18, 2024

921 W. New Hope Dr., Ste. 502 Cedar Park, TX 78613

Date

Address

Cc: Travis Dutton-Leyda, Chief Procurement Officer

Procurement File

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Background Investigation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and LS Screening, LLC herein after referred to as the “Contractor” or “LSS”.

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:

The purpose of this agreement is to allow the City to use the services provided by Contractor (“Services”) as a risk management tool for the specific purpose of screening its applicants for employment.

3. **City Obligations**

- City certifies that the information contained in the Services provided by LSS will be used only for one of the following permissible purposes, as indicated below, and that it will not use the report information contained within the Services for any other purpose:
 - For employment and/or volunteer purposes, including evaluating a potential employee or applicant for employment, promotion, reassignment or retention as an employee and/or volunteer (FCRA § 604(a)(3)(B)).
 - In accordance with the written instructions of the consumer to whom it relates. (FCRA § 604(a)(2)).
 - For a legitimate business need for the information, in connection with a business transaction that is initiated by the consumer, such as for the purpose of tenant screening. (FCRA § 604(a)(3)(F)(i)).

City shall comply with all applicable state and federal laws regarding the use of the Services including the Fair Credit Reporting Act, (“FCRA”), and the Driver’s Privacy Protection Act (“DPPA”). City will not use information contained in the Services to discriminate unlawfully against consumers or otherwise misuse the information, as provided by any applicable federal or state equal opportunity laws or regulations. City is

responsible for its own regulatory compliance and staying current with the applicable laws involved in the use of the Services. City hereby releases LSS, its successors, its affiliated companies and the officers, agents, employees and independent contractors of LSS, its successors and its affiliated companies from liability for City's noncompliance with all applicable laws, rules and regulations.

City agrees to hold the Services in strict confidence and will only provide access to the Services to authorized employees and shall ensure that such employees do not obtain any Services on themselves, associates or any other person except in the exercise of their duties. City is prohibited from re- selling the Services or sharing the services with any third party without the prior written consent of LSS.

City represents and warrants that it is responsible for maintaining the security and confidentiality of the information received from LSS. City will properly dispose of the information contained in the Services to protect against unauthorized access or to protect the confidentiality of the consumer's personal identification information.

City shall make a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, to the consumer that a consumer report may be obtained for employment purposes and obtain from the consumer written authorization to procure a Consumer Report in accordance with the FCRA. City shall maintain the signed authorization form for a period of six (6) years.

If applicable, City shall follow prescribed pre-adverse action procedures as prescribed in the FCRA and applicable state laws. This includes the requirement to provide a consumer with a copy of the Report and A Summary of Your Rights under the Fair Credit Reporting Act before taking any adverse action against the consumer, based in whole or in part, on the Services provided by LS Screening. Additionally, City has additional obligations, including but not limited to the notice for adverse action, under the FCRA if any adverse action is in fact taken against the consumer and agrees to abide by such additional obligations.

City further acknowledges that LSS is not legal counsel, does not provide legal advice and it is City's sole responsibility to procure legal counsel.

4. **Compensation**

Pricing for services is described in Exhibit A of the signed GSA agreement and Client agrees to pay for all services ordered.

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

Services

Address History/ SSN Trace	\$ 4.94
MVR (Driver History)	\$10.43**
County Criminal Search Felony and Misdemeanor	\$ 7.94*
Multi-Jurisdictional Criminal Database Search Includes National Sex	\$ 9.92

Offender PreNotice of Adverse Action Letter	\$ 4.96
Notice of Adverse Action Letter	\$ 4.96
Disclaimers –	

*Prices are exclusive of additional names and data access fees charged by counties and/or third parties. Criminal record searches are limited to those records made available through a county’s public access terminal. **FOR ADDITIONAL FEES RELATED TO RETRIEVING ARCHIVED FILES AND/OR CASE COPIES ONLY:** LSS agrees to disclose these fees prior to incurring them on behalf of the City.

** State Fees for MVRs vary greatly. The price quoted is for the state listed. LSS will add the state fee to the price. A list of those fees is available upon request.

The Multi-Jurisdictional Search (MJS) is a database or “instant” search as defined by the Fair Credit Reporting Act (FCRA). The FCRA requires that LSS confirm all convictions reported by the MJS at their source (the county of record) prior to reporting them to the end user. Any counties searched to confirm possible records *that are not included on the applicant’s address history report will be charged to the Client at the above a la carte price.*

Price quoted in Exhibit A of the signed GSA Agreement are exclusive of additional names and data access fees charged by counties and/or third parties. Criminal record searches are limited to those records made available through a county’s public access terminal. **FOR ADDITIONAL FEES RELATED TO RETRIEVING ARCHIVED FILES AND/OR CASE COPIES ONLY:** LSS agrees to disclose these fees prior to incurring them on behalf of the City and will not charge more than the approved GSA rates. Unless otherwise agreed to in this Agreement, LSS will review the address history report and search only those counties listed on the address history report that are dated within the past seven years from the date of the background check (“Recommended Counties”). If City requests that LSS search counties not listed on the address history report, those counties 1) will not be included in any county maximum allowed in any service package and 2) will be charged at the a la carte price listed on Addendum A plus any applicable fees.

Fees for motor vehicle records vary greatly by state. The price quoted in Exhibit A of the signed GSA Agreement is the base price. LSS will add the state fee to the price. A list of those fees is available upon request.

To retain its good standing status as a Consumer Reporting Agency (“CRA”) with its data vendors and with government agencies, LSS is subject to and may request random, periodic audits of the use of the Services we have provided to you. City agrees to assist LSS with any audit requests for information, forms, etc., in a timely manner.

Client accepts and acknowledges that LSS’ expenses are incurred when City orders services. Invoices for each month will include all services ordered during that month.

The total compensation under this Contract shall not exceed one hundred thousand dollars and zero cents (\$100,000.00) excluding New Mexico Gross Receipts Tax (NMGR), for the term of this contract.

5. **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. For purchases funded by state or federal grants to the City, if the City has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency. 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.
- C. Invoices unpaid after 30 days are considered past due. LSS reserves the right to suspend service when accounts are past due.

6. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

7. **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.

8. **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.**

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

This Contract is issued against the state or agency Master Agreement, established, and maintained by the GSA Federal Acquisition Services, contract number 47QREA23D000X, LS Screening LLC, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

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

B. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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:

Human Resources

Monica Acevedo

200 Lincoln Ave.

Santa Fe, NM 87504

To the Contractor:

LS Screening, LLC

921 W. New Hope Dr., Ste. 502

Cedar Park, TX 78613

512-275-1130

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:

LS Screening, LLC

921 W. New Hope Dr., Ste. 502

Cedar Park, TX 78613

512-275-1130

43. **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:
LS Screening, LLC

John Blair
John Blair (Jun 21, 2024 11:02 CDT)
JOHN BLAIR, CITY MANAGER

DATE: Jun 21, 2024

Amie Kalb
AMIE KALB, CCO

DATE: Jun 18, 2024
NMBTIN# _____

Registration # _____

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Jun 18, 2024 09:23 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR



GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Human Capital – Background Investigations

Contract number: 47QREA23D000X

Contract period: March 2, 2023 through March 1, 2028

LS Screening, LLC
921 W. New Hope Dr., Ste. 502
Cedar Park, TX 78613
512-275-1130

www.Lsscreen.com

John Pate
2jp@lsscreen.com

Business size: Small Business

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
561611	Background Investigation Services
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See Page 4

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See Page 4

2. Maximum order:

SINs	Maximum Order
561611	\$1,000,000
OLM	\$250,000

3. Minimum order: \$100

4. Geographic coverage (delivery area). Domestic

5. Point(s) of production (city, county, and State or foreign country). 921 W. New Hope Dr., Ste. 502, Cedar Park, TX 78613

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. None

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. To Be Determined at the Task Order level

- 10c. Overnight and 2-day delivery. To Be Determined at the Task Order level
- 10d. Urgent Requirements. To Be Determined at the Task Order level
11. F.O.B. point(s). Destination
- 12a. Ordering address(es). PO Box 2051, Leander TX 78646
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es). PO BOX 222241, Dallas, TX 75222-2241
14. Warranty provision. Standard Commercial Warranty Terms & Conditions
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
- 22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable
23. Unique Entity Identifier (UEI) number. K333FTLZR7L3
24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

Labor Category/Service Title	Labor Category/Service Description	GSA Price

Address History - SSN Trace	A listing of all addresses associated with the SSN provided; includes validation	\$4.94 EA
Credit Report, Employment	A personal credit report based on the name, address and SSN provided; formatted to be compliant with the Fair Credit Reporting Act (FCRA)	\$9.92 EA
Criminal, County Felony/Misdemeanor	A search of the county of record's felony and misdemeanor records.	\$7.94 EA
Criminal, Federal	A search of the Federal PACER system for Federal Misdemeanors and Felonies	\$9.92 EA
Criminal, Multi-Jurisdictional (MJS)	A search of a selected databases from across the country; includes felonies, misdemeanors, the national sex offender registry and various government watch lists.	\$9.92 EA
Driving History Report (MVR)	A history of the subject's driving history including accidents, suspensions and citations.	\$10.43 EA
Drug Test, 10 Panel UA	A unregulated urine analysis including lab confirmation and Medical Review; identifies marijuana, cocaine, opiates, PCP, amphetamines, barbituates, benzodiazepines, methaqualone, methadone and propoxyphene.	\$39.85 EA
Drug Test, 5 Panel Non DOT UA	A unregulated urine analysis including lab confirmation and Medical Review; identifies marijuana, cocaine, opiates, PCP and amphetamines.	\$30.83 EA
Drug Test, Breath Alcohol DOT/Non DOT	A test for current alcohol levels in the subject using a breathalyzer; used for regulated and non-regulated positions	\$44.74 EA
Drug Test, DOT UA	A regulated urine analysis including lab confirmation and Medical Review; identifies marijuana, cocaine, opiates, PCP and amphetamines.	\$42.82 EA
Letter, Adverse Action	Part two of the Adverse Action process needed to comply with the FCRA; sent to all applicants for whom a background check was ordered but was denied employment.	\$4.96 EA
Letter, Pre-Adverse Action	Part one of the Adverse Action process needed to comply with the FCRA; sent to all applicants	\$4.96 EA

	for whom a background check was ordered but was denied employment.	
Reference, Personal/Professional	An interview with references provided by the subject based on the Client's criteria.	\$11.89 EA
Verification, Education	A verification of the Education credential provided by the subject including dates of attendance, graduation and degree(s) provided	\$9.92 EA
Verification, Employment	A verification of the Education credential provided by the subject including dates of tenure, position held, eligibility for re-hire; includes questions asked regarding incidents of violence, attendance, tardiness or harassment (sexual or other)	\$9.92 EA

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.



LSSCREE-01

SCRAWFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2024

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 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 Rooney Insurance Agency, Inc. 5100 E Skelly Drive, Ste 1010 Tulsa, OK 74135	CONTACT NAME: Shelley Crawford	
	PHONE (A/C, No, Ext): (918) 878-3362 FAX (A/C, No): (918) 420-9926	
	E-MAIL ADDRESS: Shelley.Crawford@rooneyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ace Property & Casualty Ins Co	20699C
INSURED LS Screening, LLC P.O. Box 2051 Leander, TX 78646	INSURER B : RLI Insurance Company	13056
	INSURER C : HSB Specialty Insurance Company	14438
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Limited Personal & Advertising I			D52689600	1/26/2024	1/26/2025	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	Prof Liab (E&O)			RTP0042619	2/25/2024	1/26/2025	Each/Aggregate	1,000,000
C	Cyber Liability			ATB660381305	1/26/2024	1/26/2025	Aggregate	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

The City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87501	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 

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

LS SCREENING LLC

2 Business name/disregarded entity name, if different from above

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

921 W NEW HOPE, SUITE 502

Requester's name and address (optional)

6 City, state, and ZIP code

CEDAR PARK TX 78613

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 0 7 2 8 1 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

john pata

Date ► **JANUARY 1, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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, later.

Business Licensing and Registration Exception Declaration

The Santa Fe City Code, secs. 18-1 and 18-2, requires persons who do business in the City to license or register their business with the City. However, if a person does not engage in business in New Mexico, that person does not need a City business license for the current calendar year.

Under New Mexico state law, “engaging in business” means carrying on or causing to be carried on any activity with the purpose of direct or indirect benefit.

For a person who lacks physical presence in this state, including a marketplace provider¹, “engaging in business” means having, in the previous calendar year, total taxable gross receipts from sales, leases, and licenses of tangible personal property, sales of licenses, sales of services, and licenses for use of real property sourced to this state pursuant to NMSA 1978, § 7-1-14, of at least one hundred thousand dollars (\$100,000). NMSA 1978, § 7-9-3.3 (2019).

I, Amie Kalb, as owner or agent of LS Screening. LLC
(print name) (business name)

declare that in the previous calendar year, this business had less than one hundred thousand dollars (\$100,000) from sales, leases, and licenses of tangible personal property, sales of licenses and sales of services and licenses for use of real property sourced to this state.

By signing this form, I also understand that the City of Santa Fe assumes no tax liability for this business and that the City is under no duty to inform it about actual or potential tax liability.

Amie Kalb

(Signature)

Jun 18, 2024

(Date)

¹ "marketplace provider" means a person who facilitates the sale, lease or license of tangible personal property or services or licenses for use of real property on a marketplace seller's behalf, or on the marketplace provider's own behalf, by:

- (1) listing or advertising the sale, lease or license, by any means, whether physical or electronic, including by catalog, internet website or television or radio broadcast; and
- (2) either directly or indirectly, through agreements or arrangements with third parties collecting payment from the customer and transmitting that payment to the seller, regardless of whether the marketplace provider receives compensation or other consideration in exchange for the marketplace provider's services; NMSA 1978, §7-9-3(J).

Our Members' Services

Workers with disabilities have their rightful place as members of the labor force. In fact, many employers find they prefer Horizons of New Mexico-trained personnel for their dependability and positive attitude.

Horizons of New Mexico is proud of its workers who receive training in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.

[Services](#)[Providers](#)

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

Approved

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

ADA Accessibility Consulting Services

Auctioneering Services

Bulk Mailing and Sorting

Botanical Services

Call Center Services

Car Washing

Clerical Data Entry

Computer Refurbishing

A-

A+

Reset

Read This to Me



Document Imaging
Document Shredding
Envelope Stuffing
Event Planning
General Labor
Greeting Services
Hard Drive Destruction
Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services
Kit Assembling
Landscape Irrigation
Landscaping
Lobby Attendant
Mailing Services
Management of an Assistive Technology Reuse and Recycling Program
Medical Waste Disposal
Meeting Minute Preparation Services
Moving Services
Pest Control and Extermination Services
Plant Rental Services
Printing Services
Receptionist, Filing and Clerical Services
Recycling Services
Rest Area Maintenance
Screen Printing
Shelf Stocking and Restocking
Snow Removal
Transcription Services
Transportation
Wildlife Services Management
Yard, Grounds, and Lawn Maintenance

Excluded

Employment Support Services

Landscape Architects
Lawyer Services
Remediation – Wall Repair
Survey Services
Surveyors

Permissive

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

Administrative Reports
Archeologists
Certified Public Accountants
Corporate and Personal Background Checks
General Accounting
Graphic Design
Graphic Design - Logo Design
IT – Enterprise Application
IT – IV & V
IT Network and Database Management
IT – Project Management
IT Security Services
IT Support
IT – Web Design
IT – Web Programmer
Marketing
Private Investigation Services
Public Relations
Training Services



City of Albuquerque, NM, 87110

Albuquerque, NM 87110

P: (505) 345-1540

F: (505) 345-2303

Send all procurements to:

Matt Loehman:

mloehman@horizonsofnewmexico.org

[View Our Council Member List](#) [Important Tax Info](#)

[Horizons NM ID Numbers](#)

Federal ID: 74-1976051

Vendor #0000099739

Tax ID: 03-143403-00-7

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Signature: 
XAVIER VIGIL (Jun 25, 2024 09:54 MDT)

Email: xivigil@santafenm.gov

24-0410 LS Screening LLC

Final Audit Report

2024-06-25

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