City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
MARCH 01, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance**:** In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current public health order, the Finance Committee meeting will be held virtually

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.
Attending on Zoom: https://santafenm-gov.zoom.us/j/93777234783?pwd=Z2JVU1BLZHh5OVc0K0RpdittWkZ2dz09
Passcode: 318419
Or Telephone: 253 215 8782 or 346 248 7799
Webinar ID: 937 7723 4783
Passcode: 318419

Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee Meeting – February 15, 2021

6. **PRESENTATION**

a. Debt Financing Options- GO Bond, GRT Bonds, Enterprise Bonds (Bradley Fluetsch, Financial Planning and Investment Manager, 955.6885, bjfluetsch@santafenm.gov) (Peter Franklin, pfranklin@modrall.com, George Williford, George.Williford@hilltopsecurities.com)

b. Financial framework of the Enterprise Funds within the Public Utilities Department.(Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

7. **ACTION ITEMS: CONSENT**

a. Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)
Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

b. Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Quality of Life Committee: 7/1/20

Finance Committee: 3/1/21
Governing Body: 3/10/21

c. Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

COMMITTEE REVIEW:
Finance Committee 03/01/2021
Public Works and Utilities Committee 03/08/2021
Governing Body 03/10/2021

d. Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611.

Committee Review:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

e. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102)

Committee Review:
Finance Committee: 3/01/2021
Public Works and Utilities: 3/08/2021
Governing Body: 3/10/2021

f. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Governing Body: 3/10/21

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, March 22, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
FEBRUARY 15, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt-Sanchez

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee
Pauline Kamiyama, Attendee
Alvin Valdez, Attendee
Erick Aune, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the consent agenda as amended. Items f, h, j and o pulled for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – February 1, 2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for the Approval of a Budget Increase (BAR) for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209
Committee Review:
Public Works and Utilities Committee: 2/8/2021
Finance Commitee: 2/15/2021
Governing Body 2/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

b. Request for the Approval for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209)
Committee Review:
Public Works and Utilities Committee 2/8/2021
Finance Committee: 2/15/2021
Governing Body: 2/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

c. Request for Approval of the Use of the 2018 NMGRT Reallocation of $322,190 Capital Funds from the GCCC Mezzanine Project within Public Works for the Purchase of a Replacement Street Sweeper for the Streets Division. (Thomas Martinez, Interim Transit Director Streets Division, tamartinez@santafenm.gov, 955-2402)
COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

d. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $250,000 in FY21 to Wildland Fire Operations including 15 Temporary Seasonal Wildland Employees. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, 955-3111.)

Committee Review:
Finance Committee: 02/15/2021
Quality of Life Committee: 02/17/2021
Governing Body: 02/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

e. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $62,000 FY21 to fund the Consultant Team that will facilitate the Culture, History, Art, Reconciliation, and Truth (CHART) process. (Pauline Kamiyama, Arts and Culture, pkkamiyama@santafenm.gov, 505-955-6653 and Kristine Mihelcic, Director of Public Engagement kmmihelcic@santafenm.gov , 505-955-6949.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

f. Consideration of Bill No. 2021-2: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the bill as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

g. Consideration of Bill No. 2021-3: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

h. Consideration of Bill No. 2021-4: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the bill as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

i. Request Approval of Professional Services Contract with Santa Fe Conservation Trust for the development of a Safe Routes to School Program not to exceed $293,406 funded by a Federal Transportation Alternative Program Grant. (MUNIS Contract #3202481) (Melissa McDonald, Acting Parks Division Director,
(505) 955-2105, mamcdonald@santafenm.gov) (Erick Aune, Santa Fe MPO Senior Planner, (505) 955-6664, ejaune@santafenm.gov)

Committee Review

Finance Committee – 02/15/2021
Public Works & Utilities Committee – 02/22/2021
Governing Body – 02/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

j. Request for Approval of Amendment #1 to Original Service Contract 20-0263 with FacilityBUILD, Inc to Increase Compensation in the Amount of $445,000 for Design/Build Services on a New Restroom in Downtown Santa Fe. (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-795-2439)
Committee Review:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the contract amendment as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

k. Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $743,982 for Residential Recycling and Waste Collection Services; Rush Truck Center via the Cooperative Education Services. (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209

Committee Review:
Public Works and Utilities Committee 2/8/2021
Finance Committee 2/15/2021
Governing Body 2/24/2021

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

l. Request for the Approval of Amendment No. 1 to MOA with the Santa Fe County in the Total Amount of $0 for the jointly funded SF Film Office. (Santa Fe County and Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

MOTION: Councilor Lindell moved, seconded by , to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

m. Consideration of Resolution No. 2021-__: A Resolution Designating the First Monday in March as "COVID-19 Memorial Day" in Remebrance of Those Who Have Lost Their Lives and in Honor of Those Who Continue to Suffer From the Impact of the Virus; and Urging Residents to Continue Taking PReventative Measures to Mitigate the Spread of the Virus. (Mayor Webber, Councilor Villarrreal, Councilor Rivera) (Jesse Guillen, Legislative Liaison; jbguillen@santafenm.gov, 955-6518)

Committee Review:
Finance Committee: 2/15/21
Quality of Life Committee: 2/17/21
Governing Body: 2/24/21

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

n. Consideration of Resolution No. 2021-__: A Resolution Requesting Approval of Second Quarter Budget Amendments for Fiscal Year 2020-2021. (Andy Hopkins, Principal Budget Analyst: ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Finance Committee: 2/15/21
Governing Body: 2/24/21

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

o. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 2/15/21
Governing Body: 2/24/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the resolution as presented with intention to amend language and get a new FIR

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Cassutt-Sanchez

Against: Councilor Romero-Wirth

Abstain: Councilor Lindell

7. **PRESENTATION**

a. Presentation
a. Benefits Presentation (Ashley Barela, Assistant human Resources Director, ambarela@santafenm.gov, 955-6517, Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 955-6591, AON Representative.

COMMITTEE REVIEW:
Finance Committee: 02/15/2021
Public Works and Public Utilities: 02/22/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: March 01 2021**

12. **ADJOURN**

Liaison

Chair

City of Santa Fe

Debt Overview, Part 1: GO Bonds, GRT Bonds, Enterprise Bonds

March 2021

Finance Committee-
Debt Overview Presentations

March 1, 2021-

Debt Overview, Part 1: GO Bonds, GRT Bonds, Enterprise Bonds

March 22, 2021-

Debt Overview, Part 2: Industrial Revenue Bonds (IRB), Local Economic Development Act (LEDA), Public Improvement Districts (PID), Special Assessment Districts (SAD), Tax Increment Development Districts (TIDD), Gross Receipts Investment Policy

Debt Overview, Part 1: GO Bonds, GRT Bonds, Enterprise Bonds

- Introductions
- GRT Bond Overview
- GO Bond Overview
- Enterprise and Other Bond Overview
- City of Santa Fe Debt Policy (attached)

Introductions: Bond Team

- Bond Counsel: Peter Franklin, Modrall Sperling
- Municipal Advisor: George Williford, Hilltop Securities
- Under-writer: Selected as need

City of Santa Fe

Debt Overview:
Gross Receipts Tax Bonds

Gross Receipts Tax (GRT) Bonds

- CoSF to issue GRT backed bond in FY22
- Match issuance to the City's capacity to manage projects: design, planning, and implementation
- Used to address backlog of repair, maintenance of existing facilities and infrastructure and provide capital for new investment to improve sustainability, energy efficiency
- Maintain a comfortable level of debt service
- GRT Bond holders (the City's creditors) have a priority claim on Pledged Revenues for the repayment of the interest and principle of the bonds they own. They have no claim against any other City of Santa Fe revenue stream or assets.
- Senior Lien- First claim on Pledged Revenues.
- Subordinate Lien- Secondary Claim to Senior Lien bonds on Pledge Revenues.

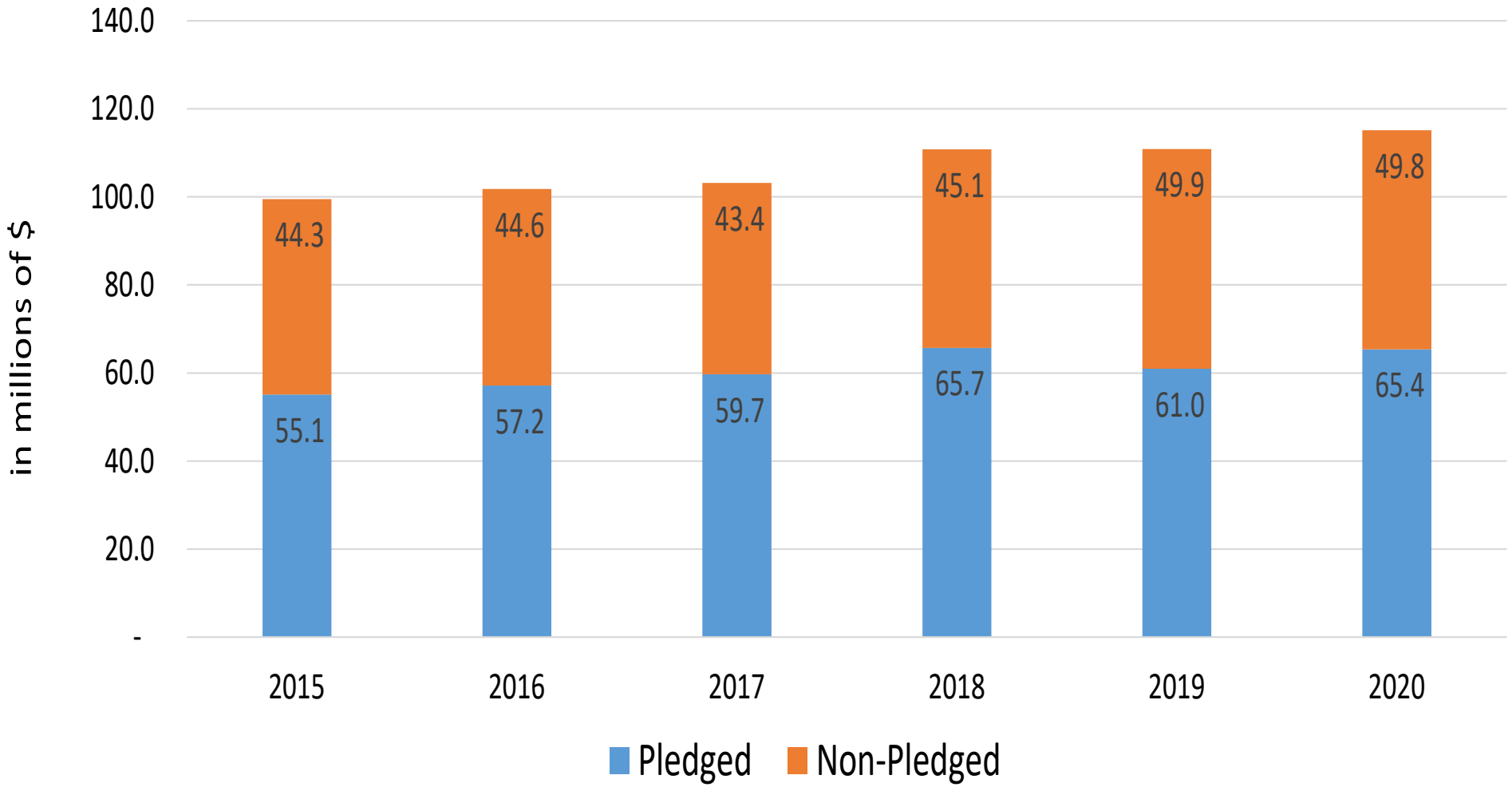
Pledged GRT Revenues

- There are a number of GRT increments, but not all increments are pledged revenues.
- These three increments make up the CoSF pledged Revenue in FY 2020:

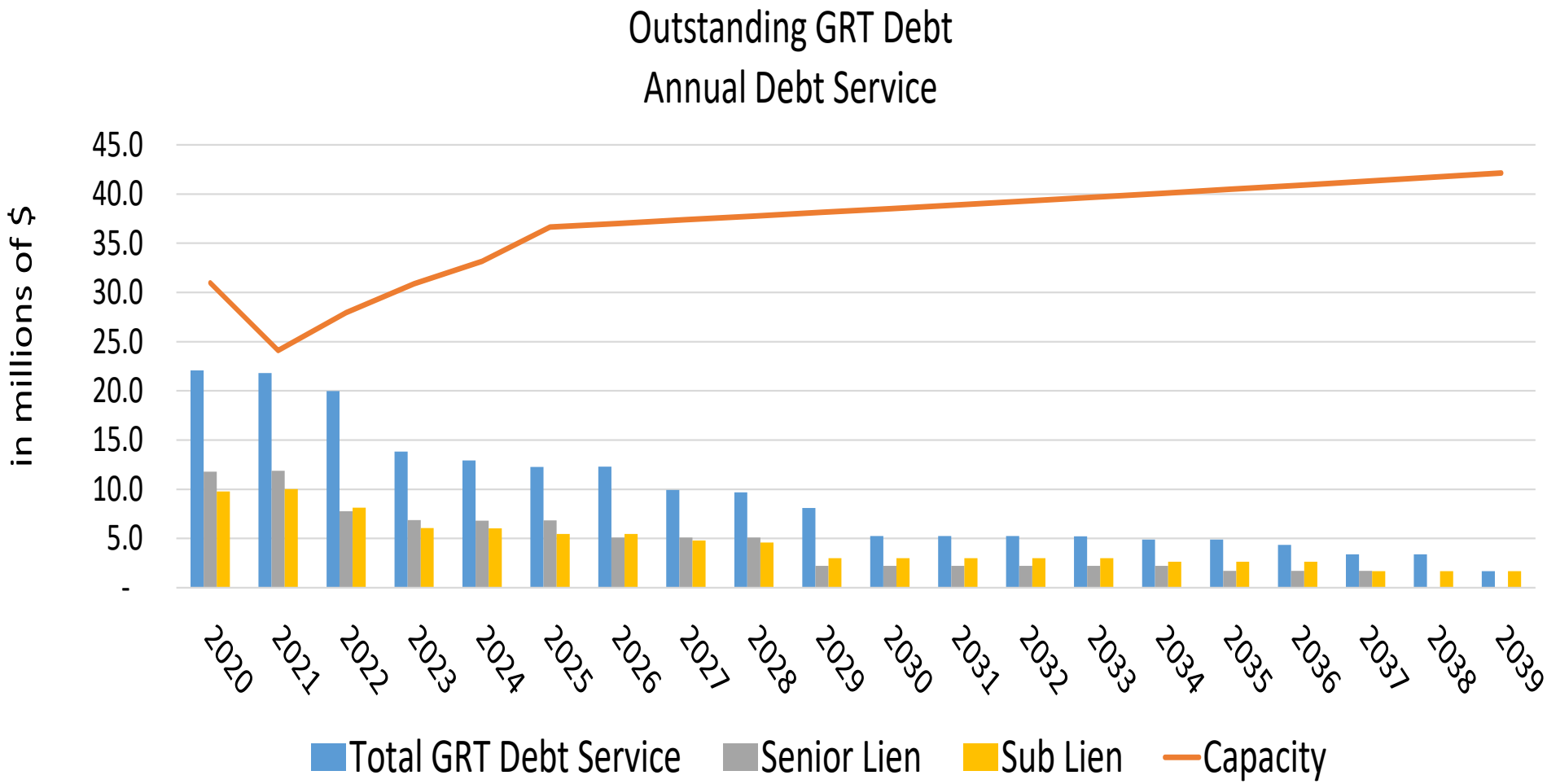
½ percent Municipal GRT	$19,192,912
1/16 percent Municipal Infrastructure GRT	$ 2,306,713
State shared GRT	$43,857,758
Total	$65,357,382

- Senior lien bondholders have first claim, subordinate lien holders have the second claim on these and only these revenues.

Pledge GRT Revenues, Non Pledged Revenues Comparison



Annual Debt Service, GRT



Current Outstanding GRT Bonds

- Senior Lien
  - 2018 GRT Improvement Revenue Bond, $20M
  - 2016 A Refunding Environmental Services, $6.7M
  - 2016 B Refunding, 70% CIP, 30% Convention Center, $21.9M
  - 2014 GRT Improvement Revenue Bond, $15.46M
  - 2012 A GRT Improvement and Refunding Revenue Bond, $32.725M
- Subordinate Lien
  - 2019 Mid-Town Refunding Bond, $23.705M
  - 2019 Parking Improvement Bond, $1.575M
  - 2018 Gas Tax, $10.29M
  - 2017 Market Station Refunding, $4.56M
  - 2016 C Refunding MRC and Wastewater, $9.48M
  - 2016 D Refunding Land Acquisition, $2.02
  - 2013 B Railyard Parking Refunding, $13.78M
  - 2012 B Wastewater System Refunding, $14.28
  - 2010 B Railyard Infrastructure Refunding, $10.49

Historic Use of GRT Debt Capacity

- Senior Lien GRT has historically been used to address the City's Capital Improvement Plan.
- Subordinate Lien GRT has historically been used to enhance credit of smaller, less significant cash flows such as the gas tax, or lodgers tax, or investments such as the Railyard and College of Santa Fe.
- The Governing Body has full discretion to use GRT bond proceeds for any purpose allowed by law, which would include the Revenue Bond statutes, Sections 3-31-1 through -12 NMSA 1978, as well as the City's home rule powers;
  - That does not include purposes prohibited by statute. For example, the Governing Body would not have discretion to use proceeds for operating costs or other non-capital costs;
  - Nor would there be discretion to use proceeds in violation of the anti-donation clause.
  - Lastly, the Governing Body does not have authority to use proceeds in a manner inconsistent with the bond ordinance authorizing issuance of the bonds, although it could amend the bond ordinance to use proceeds for some other legal purpose outside the purpose(s) authorized by the bond ordinance.as to what GRT bond proceeds can be used for.

City of Santa Fe

Debt Overview:
General Obligation Bonds

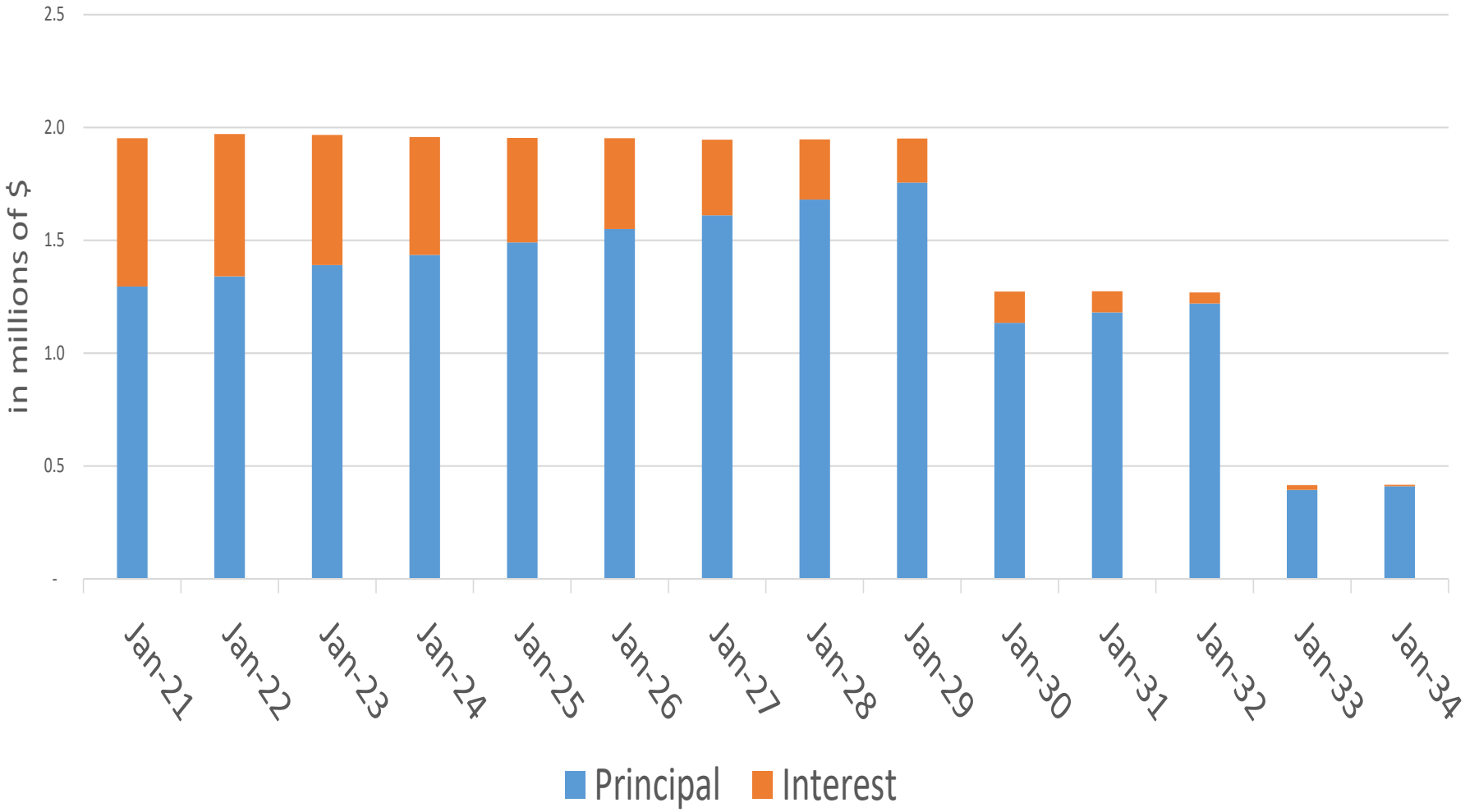
General Obligation (GO) Bonds

- Full faith and credit of the City:
  General Obligation debt holders have recourse to the City's ad valorem taxing authority, without limitation as to rate or amount, meaning that the issuer is obligated to increase property taxes in order to pay the debt if necessary.
- GO Bond must be approved by City of Santa Fe Voters
- GO Bond repaid with Property Tax
- Residential and Commercial pay different rates
- NM Department of Finance and Administration (DFA) sets the debt service mill rate sufficient to pay annual debt service annually.
- GO bond borrowing capacity is set by Statute: four percent of the most recent assessed value.
- Assessed value for the City for tax year 2020 was $4.5 billion and the debt limit is $180.7 million. Currently $16.59 million is outstanding, leaving $164.1 million in additional debt capacity.

Current Outstanding GO Bond

- 2013 GO Bond
  - $8,375,000 Outstanding
  - Paid off 8/1/2032
- 2014 GO Bond
  - $4,515,000 Outstanding
  - Paid off 8/1/2034
- 2019 Refunding 2010 GO Bond
  - $4,995,000 Outstanding
  - Paid off 8/1/2029

Annual Debt Service, GO Bond



Scenario- Estimated Annual Debt Service for the City at 3.50% Interest Rate given the size and term of a new GO Bond issue

	Par Issued in Millions of $		
Term	$10 M	$15 M	$20 M
20 Years	$701,000	$1,051,000	$1,402,000
25 Years	$605,000	$907,000	$1,210,000
30 Years	$542,000	$814,000	$1,084,000

Scenario-
Impact of a $10 Million GO Bond on Property Taxes

		Estimated Property Tax Increase		
Property Value	Taxable Value	20 Year Maturity	25 Year Maturity	30 Year Maturity
$200,000	$66,667	$10.34	$8.93	$8.00
$300,000	$100,000	$15.52	$13.39	$12.00
$400,000	$133,333	$20.69	$17.85	$15.99
$500,000	$166,667	$25.86	$22.32	$19.99
$600,000	$200,000	$31.03	$26.78	$23.99
$700,000	$233,333	$36.20	$31.24	$27.99
$800,000	$266,667	$41.37	$35.71	$31.99
$900,000	$300,000	$46.55	$40.17	$35.99
$1,000,000	$333,333	$51.72	$44.63	$39.99

Scenario-
Impact of a $15 Million GO Bond on Property Taxes

		Estimated Property Tax Increase		
Property Value	Taxable Value	20 Year Maturity	25 Year Maturity	30 Year Maturity
$200,000	$66,667	$15.51	$13.38	$12.01
$300,000	$100,000	$23.26	$20.07	$18.02
$400,000	$133,333	$31.02	$26.77	$24.02
$500,000	$166,667	$38.77	$33.46	$30.03
$600,000	$200,000	$46.52	$40.15	$36.03
$700,000	$233,333	$54.28	$46.84	$42.04
$800,000	$266,667	$62.03	$53.53	$48.04
$900,000	$300,000	$69.78	$60.22	$54.05
$1,000,000	$333,333	$77.54	$66.92	$60.05

Scenario-
Impact of a $20 Million GO Bond on Property Taxes

		Estimated Property Tax Increase		
Property Value	Taxable Value	20 Year Maturity	25 Year Maturity	30 Year Maturity
$200,000	$66,667	$20.69	$17.85	$15.99
$300,000	$100,000	31.03	$26.78	$23.99
$400,000	$133,333	$41.37	$35.71	$31.99
$500,000	$166,667	$51.72	$44.63	$39.99
$600,000	$200,000	$62.06	$53.56	$47.98
$700,000	$233,333	$72.40	$62.49	$55.98
$800,000	$266,667	$82.75	$71.42	$63.98
$900,000	$300,000	$93.09	$80.34	$71.98
$1,000,000	$333,333	$103.43	$89.27	$79.97

City of Santa Fe

Debt Overview:
Enterprise and Other Bonds

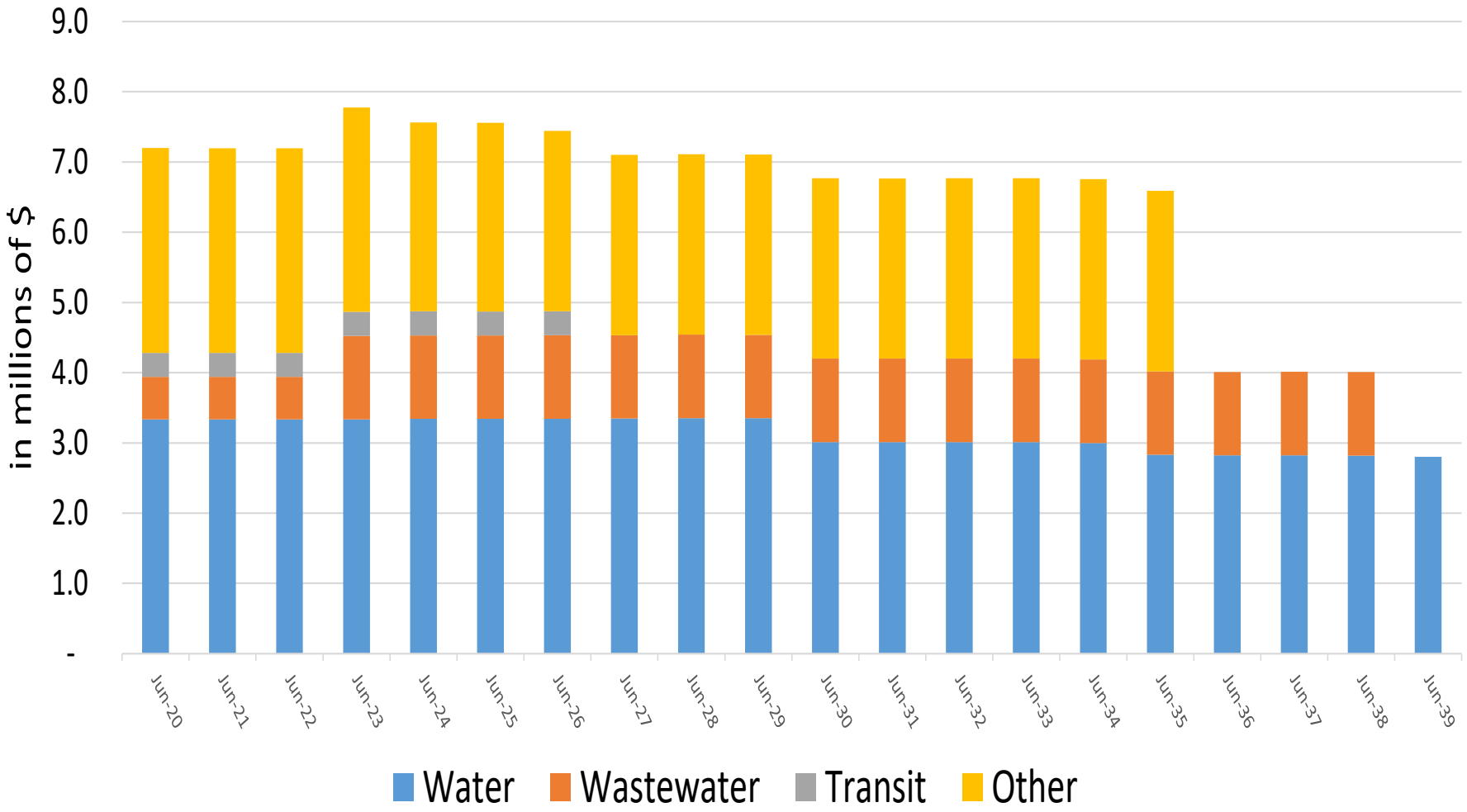
Enterprise Debt

- Water
  - 2016 Water Refunding Revenue Bond, $36.665M, June 1, 2039
  - 2008 DWRLF #2, Buckman Diversion Project, $15.15M, June 1, 2029
  - 2013 DWRLF #4, Buckman Solar Panels, $2.45M, June 1, 2034
- Wastewater
  - 2019 Net Wastewater Revenue Green Bond, $13.55M, June 1, 2038
- Transit
  - 2014 NMFA Fleet Loan, $3.5M, June 1, 2026 (Transit pledged MGRT not in Pledge Revenues)

Other Debt

- 2015 Convention Center Refunding Bond, $33.79M, June 15, 2035, Lodgers Tax pays the debt service
- 2016 Fire Equipment, NMFA intercept of State Fire Marshall Funds
- 2017 Environmental Services Equipment, $1.3M, May 1, 2023

Enterprise and Other Debt



Debt Overview Part 1 Recap:

- Gross Receipts Tax Bonds
  - Approved by Governing Body
  - City pledges a portion of GRT revenues as collateral
- General Obligation Bonds
  - Full faith and credit of the City
  - Must be approved by voters
  - Repaid with Property Tax
- Enterprise Revenue Bonds
  - Water and Wastewater are stand alone credits that can issue on their own revenues. Enterprise bonds are used for their infrastructure and equipment.

Definitions

- Pledged Revenues

  The funds obligated for the payment of debt service and the making of other deposits required by the bond ordinance.

- Senior Lien

  Bonds having the priority claim against pledged revenues superior to the claim against such pledged revenues or security of other GRT obligations

- Subordinate Lien

  Bonds that have a claim against pledged revenues or other security subordinate to the claim against such pledged revenue or security of other obligations, also known as "subordinate lien bonds."

- Bond Test

  The financial test, sometimes referred to as a "parity test," that must be satisfied under the bond contract securing outstanding revenue bonds or other types of bonds as a condition to issuing additional bonds. Typically, the test would require that historical revenues (plus, in some cases, future estimated revenues) exceed projected debt service requirements for both the outstanding issue and the proposed issue by a certain ratio.

City of Santa Fe, New Mexico

MEMO

DATE: February 12, 2021

TO: Public Work/ Public Utilities Committee

FROM: Shannon Jones, Public Utilities Department Director *SJ*

ITEM

Informational item of financial framework of the enterprise funds within the Public Utilities Department.

BACKGROUND

The City's Public Utilities enterprise funds are "not for profit". All of the money earned by or collected is used in pursuing the utilities' objectives and keeping them running. This means that customers pay a rate that is sufficient to fund all bond service expenses and all direct and indirect expenses incurred in the maintenance, operation, extension, improvement, repair, construction, or reconstruction of the utilities. All funds collected under these sections are deposited in standalone funds. State law requires that the City maintain and improve the utility to accomplish its purpose. Specifically, NMSA 1978 § 3-23-5, Municipal Utility, Duty to Maintain and Improve provides:

> A. After the qualified electors at a regular or special municipal election have approved the acquisition of a municipal utility, the municipality ***shall*** maintain a municipal utility in good repair and improve and enlarge the municipal utility to accomplish the objectives and purposes for which it was designed.

Annually, PUD updates the five-year financial plan. This plan reviews expenses, revenues, capital cost, cash balances, debt service and other financial data. This plan also ensures the department is meeting financial targets like cash reserves, debt service ratio, and that current rates supports the five year projections. When the rates do not support the projections, the plan is used to develop necessary rate adjustments. When the cost of service exceeds the revenues, the costs must be lowered, or the revenues must be increased.

Increasing revenues is fairly simple, the city would raise the rates charged for one or more services. Lowering costs is more complicated. "Direct" costs to the utility are fairly straight forward and can be identified as fixed (cost the same regardless of how much service is used) and variable (cost directly scalable to the amount of service). A fixed cost would be Salary and Benefits. A variable cost would be water treatment chemicals. The utility also has "indirect" costs which can be more difficult to track. Some indirect costs include payments for services from other city departments, utility franchise fees, waiving of fees or requirements for City incentivized developments, or donation of river water or effluent to benefit other City programs.

Special revenues received by the utility may have restrictions on how the money is handled and expensed. (See, for example, NMSA 1978, secs. 3-23-4, and 3-23-5.1). The Single Use Carryout Bag

Ordinance (SFCC 21-8) fee collected by Environmental Service can only be used to provide reusable bags and expenses associated with increasing awareness and promoting recycling. The Water Conservation fee is used only for water conservation programs like rebates and education. Utility Expansion Charges (UEC) that are collected from development are used to improve system components benefiting the whole utility, not just the area associated with a particular UEC.

In the tables below, some data has be provided to look at how much revenue, expense, and cash is available and some of the things attached to those numbers.

Environmental Service Data Card		
Annual Projected Revenue	$15 million	Includes about $2.1 million in GRT
Annual Operating Cost	$13.4 million	Includes about $1.1 million in debt service
Unaudited Cash Balance	$11.9 million	
Cash Reserve or Restrictions	$4.05 million	See below breakdown
90 day operating reserve	*$3.35 million*	*Reserve*
Bag Ordinance Fee	*$0.5 million*	*Restricted*
Landfill Closure	*$0.2 million*	*Restricted*
Projected expenditures (CIP) 5 years	$9 million	See below breakdown
Vehicle Replacement	*$5 million*	*Average $1 million annually*
Maintenance Shop	*$4 million*	*In design phase (may need to bond)*
Items to Note		
Funds Graffiti Removal for city	$0.264 million	
Funds Office of Sustainability for City	$0.25 million	
City Liaison to Keep Santa Fe Beautiful	$0.134 million	
Does not charge City buildings for service	$0.4 million	
Last Rate Increase	2015	
Cost from other city departments	$1 million	

Wastewater Management Data Card		
Annual Projected Revenue	$16 million	Includes about $2.1 million in GRT
Annual Operating Cost	$14.5 million	Includes about $3.5 million in debt service
Unaudited Cash Balance	$19.5 million	
Cash Reserve or Restrictions	$8.63 million	See below breakdown
60 day operating reserve	*$3.63 million*	*Reserve*
Capital Reserve	*$3 million*	*Reserve*
Rate Stabilization	*$2 million*	*Reserve*
Utility Expansion Charge	*$1 million*	*Restricted*
Wastewater Closure	*$0.4 million*	*Restricted*
Projected expenditures (CIP) 5 years	20 million	Average $4 million annually
Aeration Upgrade	*$10 million*	*Under construction. Completion 2022*
Nutrient Removal Requirement	*$30 million*	*EPA (Tetra Tech Cost Modeling (2018))*
Items to Note		
Free treated effluent to city facilities	0.8 million	
Free Sewer service to City buildings	0.3 million	
Last Rate Increase	2019	4 years of 4.9% increase starting 2016
Wastewater cash into Midtown	$0.143 million	
Wastewater cash into ACC on Siler Rd	$0.1 million	
Cost from other city departments	$1.25 million	

Water Division Data Card		
Annual Projected Revenue	$36 million	Does Not include GRT, (removed in 2016)
Annual Operating Cost	$25 million	Includes about $3.2 million in debt service
Unaudited Cash Balance	$44.3 million	
Cash Reserve or Restrictions	$37 million	See below breakdown
365 day operating reserve	*$24 million*	*Reserve*
Capital Reserve	*$3 million*	*Reserve*
Rate Stabilization	*$3 million*	*Reserve*
Emergency Reserve	*$4 million*	*Reserve*
Capital Replacement Reserve	*$3 million*	*Reserve*
Conservation Levy		*Restricted*
Utility Expansion Charge		*Restricted*
Projected expenditures (CIP) 5 years	50 million	Averages about $10 million annually
Items to Note		
2016 Water pays a 4% Franchise Fee	1.6 million	*Fee supposed to be assessed 2018-2022*
2016 Water paid off 2006 bonds	$51 million	Refinanced 2009, two loans from NMFA
2016 City redirected GRT from Water	$7.4 million	Reduced annual revenue
2016 City was to reduce charges		Reductions not complete
2016 operating reserve increased		Is 365 days, was 90 days
2016 debt coverage increased to 1.5x		Was 1.25x
Last Rate Increase	2013	5 years of 8.3% increase starting 2009
Water cash to Midtown	$0.4 million	
Water cash to ACC Siler Rd	$0.1 million	
Cost from other city departments	$2.5 million	

Note: These number do not including data or support from CAFR or 2021 Financial Plan Update

City of Santa Fe, New Mexico

Memo

DATE: February 24, 2021

TO: Public Works /Public Utilities Committee, Finance Committee, and City Council

FROM: Shannon Jones, Public Utilities Department Director *SJ*

ITEM

Additional information was requested by Councilor Vigil Coppler regarding the Gross Receipts Tax (GRT) both collected and received by the Public Utilities Department.

Public Utilities collects GRT from customers at a rate of 5%.
The City imposes a governmental gross receipts rate of 5% because that is what state law requires under NMSA 7-9-4.3. For further context, the following except is from the most recent *Gross Receipts & Compensating Taxes Overview Guidance* issued by the Taxation and Revenue Department pages 2-3: The state distributes the governmental gross receipts tax dollars to the Public Project Revolving Fund at the New Mexico Finance Authority (75%), the Energy, Minerals and Natural Resources Department (24%), and the Department of Cultural Affairs (1%).

7-1-6.38. Distribution; governmental gross receipts tax.

A. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made in amounts equal to the following percentages of the net receipts attributable to the governmental gross receipts tax, less the net receipts attributable to a hospital licensed by the department of health:

(1) seventy-five percent to the public project revolving fund administered by the New Mexico finance authority;

(2) twenty-four percent to the energy, minerals and natural resources department; provided that forty-one and two-thirds percent of the distribution is appropriated to the energy, minerals and natural resources department to implement the provisions of the New Mexico Youth Conservation Corps Act [9-5B-1 to 9-5B-11 NMSA 1978] and fifty-eight and one-third percent of the distribution is appropriated to the energy, minerals and natural resources department for state park and recreation area capital improvements, including the costs of planning, engineering, design, construction, renovation, repair, equipment and furnishings; and

(3) one percent to the cultural affairs department for capital improvements at state museums and monuments administered by the cultural affairs department.

B. The state pledges to and agrees with the holders of any bonds or notes issued by the New Mexico finance authority or by the energy, minerals and natural resources department and payable from the net receipts attributable to the governmental gross receipts tax distributed to the New Mexico finance authority or the energy, minerals and natural resources department

pursuant to this section that the state will not limit, reduce or alter the distribution of the net receipts attributable to the governmental gross receipts tax to the New Mexico finance authority or the energy, minerals and natural resources department or limit, reduce or alter the rate of imposition of the governmental gross receipts tax until the bonds or notes together with the interest thereon are fully met and discharged. The New Mexico finance authority and the energy, minerals and natural resources department are authorized to include this pledge and agreement of the state in any agreement with the holders of the bonds or notes.
History: *Laws 1994, ch. 145, § 1; 1995, ch. 141, § 21; 2003, ch. 430, § 1; 2019, ch. 270, § 8.*

Wastewater Management Division receives GRT pursuant to Ordinance 1993-20

There is imposed on any person engaging in business in this municipality for the privilege of engaging business in the municipality an excise tax equal to one sixteenth of one percent (1/16 %) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this section is pursuant to the Municipal Environmental Services Gross Receipts Tax Act as it now exists or as it may be amended and shall be known as the "municipal environmental services gross receipts tax."

(Ord. #1993-20, § 2)

Environmental Service receives GRT pursuant to Ordinance 1993-21

There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to one sixteenth of one percent (1/16 %) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this section is pursuant to the Municipal Infrastructure Gross Receipts Tax Act as it now exists or as it may be amended.

(Ord. #1993-21, § 2)

For FY 20/21 the following transactions have occurred

	Total to City	To ESD	To WWM
6/1/2020	9,422,212.50	188,857.40	188,841.79
7/1/2020	8,848,924.91	178,653.15	178,637.88
8/1/2020	8,878,755.15	176,467.29	176,456.18
9/1/2020	9,116,624.71	180,924.09	180,913.07
10/1/2020	9,037,195.55	179,921.23	179,914.42
11/1/2020	7,941,032.76	157,588.40	157,578.71
12/1/2020	9,607,688.53	190,780.76	190,761.00

City of Santa Fe, New Mexico
Memorandum

DATE: **December 21, 2020**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ISSUE:
Request for the Approval of Amendment #12 to Service Contract 18-0552 increasing compensation in the Total Amount of $60,000 plus NMGRT for Universal Protection Services, LP dba Allied Universal Security; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2498)

BACKGROUND AND SUMMARY:
Since July 1, 2018 Universal Protection Services LP, dba Allied Security, has been providing security services for a variety of City facilities. These facilities currently include the Santa Fe Railyard, Genoveva Chavez Community Center, La Farge Library, Main Library, Southside Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Santa Fe Regional Airport, Santa Fe Trails, the Santa Fe Railyard, Pete's Place, the Salvation Army Shelter and mobile units that patrol City Parking Facilities and Parks.

There have been many amendments to this contract for two main reasons. One is that every adjustment of service times, location and levels has been brought to the Governing Body for approval. The City's needs for the location of these security services is very dynamic. These security services are being informed by feedback from many Divisions and public partners including Police, Parks, Railyard, Midtown, Recreation, Pete's Place, small businesses, residents and others. We recommend, for maximum safety and efficiency, that this Agreement be amended to allow for the Public Works Property Maintenance Manager, Sam Burnett, who has been working closely with the security company and managed successful security stabilization including that at Midtown, be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City. This Amendment will also add $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need. The addition of these funds to the contract is not a guarantee of expenditure, and funds would be identified at the time of establishing a purchase order. The goal of this contract and this amendment is to ensuring that the City of Santa Fe is a safe and family friendly City.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes

2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes

3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.
3.

Amendment #11:

1. Add mobile security services at the Santa Fe Plaza, 24 hours per day / 7 days per week.

PROCUREMENT METHOD:

The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

City of Santa Fe, New Mexico
Memorandum

CONTRACT NUMBER:
The FY20 Munis contract number is 3201972

FUNDING SOURCE:
Munis Org Name/Number: Various

ACTION REQUESTED:
Please approve Amendment #12 with Universal Protection Services, LP dba Allied Universal Security to authorize the Property Maintenance Manager to adjust security services to meet needs throughout the City and to increase to the not to exceed compensation in the amount of $60,000 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 12 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dont

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

_____
STEVE CLATON, PRESIDENT

Date: 4/11/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP *d/b/a* Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,761.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE Pres. Director

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

C. Payment shall be made upon receipt, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/8/2019

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 10 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforeseen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 11 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 10/22/20

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALLIED UNIVERSAL SECURITY SERVICES LP
DBA: ALLIED UNIVERSAL SECURITY SERVICES LP

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 030204360004

Owner: ALLIED UNIVERSAL SECURITY SERVICES LP

License Number: 225559

License Type: Business License - Renewable

Issued Date: March 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

ALLIED UNIVERSAL SECURITY SERVICES LP
PO BOX 8000
MONSEY, NY 10952

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2021

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** Indian Harbor Insurance Company — 36940 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-19 **REVISION NUMBER:** 8

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	10,000,000 10,000,000 10,000,000 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	5,000,000
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RES943799401 'EXCESS OF GENERAL LIABILITY	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	10,000,000 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000

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

City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: J. Sam Burnett
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

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 of Marsh USA Inc.

Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVIC

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $556,546.76

Termination Date: June 30, 2019

☑ Approved by Council Date: June 11, 2018

☐ or by City Manager Date:

Contract is for: Professional security services for City Facilities

Amendment # 10 to the Original Contract# 18-0552

Increase/(Decrease) Amount $ $174,854.08

Extend Termination Date to: N/A

☑ Approved by Council PENDING

☐ or by City Manager Date:

Amendment is for: Increase the contract total by to provide security services at the Santa Fe Railyard.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019
Reason: Original Contract

Amount $ 33,703.28 amendment # 2 Termination Date: 6/30/3019
Reason: Add hrs and service loccation

Amount $ 0.00 amendment # 3 Termination Date: 6/30/2019
Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 4 Termination Date: 6/30/2019
Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 5 Termination Date: 6/30/2019
Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 6 Termination Date: 6/30/2019
Reason: Add additional hours at Santa Fe Regional Airport

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Amount $ -14,498.56 amendment # 7 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 8 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 88,927.04 amendment # 9 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Amount $ 78,692.40 amendment # 10 Termination Date: 6/30/2022

Reason: Add services at Parks and Shelters

Amount $ 174,854.08 amendment # 11 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: $ $3,046,984.93

Amount $ 60,000.00 amendment # 12 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $3,106,984.93

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/35/P Date: March 13, 2018

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Third year of up to a 4-year contract

example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **BU/Line Item:** 1001001.510310

Budget Officer Approval

Comments or Exceptions:

8 **Any out-of-the ordinary or unusual issues or concerns:**

None

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Sam Burnett

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # 18-0552

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 02/22/2021

ISSUE NO. 8B

Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)

Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 03/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **December 21, 2020**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ISSUE:
Request for the Approval of Amendment #12 to Service Contract 18-0552 increasing compensation in the Total Amount of $60,000 plus NMGRT for Universal Protection Services, LP dba Allied Universal Security; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2498)

BACKGROUND AND SUMMARY:
Since July 1, 2018 Universal Protection Services LP, dba Allied Security, has been providing security services for a variety of City facilities. These facilities currently include the Santa Fe Railyard, Genoveva Chavez Community Center, La Farge Library, Main Library, Southside Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Santa Fe Regional Airport, Santa Fe Trails, the Santa Fe Railyard, Pete's Place, the Salvation Army Shelter and mobile units that patrol City Parking Facilities and Parks.

There have been many amendments to this contract for two main reasons. One is that every adjustment of service times, location and levels has been brought to the Governing Body for approval. The City's needs for the location of these security services is very dynamic. These security services are being informed by feedback from many Divisions and public partners including Police, Parks, Railyard, Midtown, Recreation, Pete's Place, small businesses, residents and others. We recommend, for maximum safety and efficiency, that this Agreement be amended to allow for the Public Works Property Maintenance Manager, Sam Burnett, who has been working closely with the security company and managed successful security stabilization including that at Midtown, be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City. This Amendment will also add $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need. The addition of these funds to the contract is not a guarantee of expenditure, and funds would be identified at the time of establishing a purchase order. The goal of this contract and this amendment is to ensuring that the City of Santa Fe is a safe and family friendly City.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes

2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes

3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.
3.

Amendment #11:

1. Add mobile security services at the Santa Fe Plaza, 24 hours per day / 7 days per week.

PROCUREMENT METHOD:

The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

City of Santa Fe, New Mexico
Memorandum

CONTRACT NUMBER:
The FY20 Munis contract number is 3201972

FUNDING SOURCE:
Munis Org Name/Number: Various

ACTION REQUESTED:
Please approve Amendment #12 with Universal Protection Services, LP dba Allied Universal Security to authorize the Property Maintenance Manager to adjust security services to meet needs throughout the City and to increase to the not to exceed compensation in the amount of $60,000 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 12 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dont

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

_____
STEVE CLATON, PRESIDENT

Date: 4/11/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP *d/b/a* Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,761.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is included as an additional insured to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE Pres. Director

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

C. Payment shall be made upon receipt, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/8/2019

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 10 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforeseen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 11 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 10/22/20

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALLIED UNIVERSAL SECURITY SERVICES LP
DBA: ALLIED UNIVERSAL SECURITY SERVICES LP

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 030204360004

Owner: ALLIED UNIVERSAL SECURITY SERVICES LP

License Number: 225559

License Type: Business License - Renewable

Issued Date: March 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

ALLIED UNIVERSAL SECURITY SERVICES LP
PO BOX 8000
MONSEY, NY 10952

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2021

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** Indian Harbor Insurance Company — 36940 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-19 **REVISION NUMBER:** 8

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	10,000,000 10,000,000 10,000,000 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	5,000,000
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RES943799401 'EXCESS OF GENERAL LIABILITY	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	10,000,000 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000

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

City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: J. Sam Burnett
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

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 of Marsh USA Inc.

Manashi Mukherjee

© 1988-2016 ACORD CORPORATION. All rights reserved.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVIC

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $556,546.76

Termination Date: June 30, 2019

☑ Approved by Council Date: June 11, 2018

☐ or by City Manager Date:

Contract is for: Professional security services for City Facilities

Amendment # 10 to the Original Contract# 18-0552

Increase/(Decrease) Amount $ $174,854.08

Extend Termination Date to: N/A

☑ Approved by Council PENDING

☐ or by City Manager Date:

Amendment is for: Increase the contract total by to provide security services at the Santa Fe Railyard.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019
Reason: Original Contract

Amount $ 33,703.28 amendment # 2 Termination Date: 6/30/3019
Reason: Add hrs and service loccation

Amount $ 0.00 amendment # 3 Termination Date: 6/30/2019
Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 4 Termination Date: 6/30/2019
Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 5 Termination Date: 6/30/2019
Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 6 Termination Date: 6/30/2019
Reason: Add additional hours at Santa Fe Regional Airport

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Amount $ -14,498.56 amendment # 7 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 8 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 88,927.04 amendment # 9 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Amount $ 78,692.40 amendment # 10 Termination Date: 6/30/2022

Reason: Add services at Parks and Shelters

Amount $ 174,854.08 amendment # 11 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: $ $3,046,984.93

Amount $ 60,000.00 amendment # 12 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $3,106,984.93

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/35/P Date: March 13, 2018

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Third year of up to a 4-year contract

example: (First year of 4 year contract)

Fran Dunaway (Jan 19, 2021 12:22 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **BU/Line Item:** 1001001.510310

Alexis Lotero (Jan 19, 2021 12:12 MST)

Budget Officer Approval

Comments or Exceptions:

8 **Any out-of-the ordinary or unusual issues or concerns:**

None

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Sam Burnett

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # 18-0552

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe, New Mexico

memo

Date: 5 February 2021

To: Finance Committee

Governing Body

From: Kyle Mason, Emergency Management Director KM

Subject: Regional Coalition of LANL Communities Joint Powers Agreement

The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities. Below are responses to questions raised during the July 1st, 2020 Quality of Life Committee Meeting.

Expand on why the item is being brought through committees and council.

> The City of Santa Fe is a signatory of the original Joint Powers Agreement (JPA), signed in 2011. Per state statute, and in accordance with the original JPA and the RCLC bylaws, all changes to the JPA have to be approved by the membership governing bodies and then signed off by DFA.

What has changed from the last version of the JPA to the new? Is there a strike through we can provide?

> The original JPA was found to be loose in defining the responsibilities, powers and authorities of the board and the organization. Furthermore, it set in the founding documentary that Los Alamos County would always serve as the fiscal agent. The audits and studies conducted in 2018 revealed that the broad and undefined nature of the original JPA left the board and its member communities in an unclear position as to responsibilities and what it could and should do. It also brought into questions the nature of the "fiscal agent" role of Los Alamos County. Los Alamos County responded by redefining the role to restrict their responsibilities. It was also decided that the RCLC board should have the authority to select their own fiscal agent.
>
> The amended JPA was adopted by the RCLC board and sent to our membership governing bodies only after a year long review and editing process that included participation from almost all our members, members of the public and legal counsel from multiple member communities.

Since the original JPA have there been membership roster changes?

> Per the JPA, the board may add new memberships if a community formally requests to join, is approved by a vote of the board, and then new member's governing body adopts the JPA and submits a signature page to DFA. A member may also leave the body through a similar process.

What Financial Obligation does this JPA commit the City to?

$10,000 per year. Dues are set based on the number of residents who are directly employees at LANL. These funds were paid via purchase voucher (attached) on 5 October 2020 authorized by City Manager Jarel LaPan Hill.

How does our involvement work with City resolutions (non-proliferation of weapons, reducing plutonium PIP production, environmental justice accountability)?

The RCLC attempts to work on a consensus basis, meaning any actions or resolutions adopted are agreed to by all participating members. This is why the RCLC has historically focused on pursuing accelerated cleanup of waste at the LANL site and steered away from issues around mission funding or support. The board has also been able to use their unified voice to cajole DOE into sharing previously unreleased information around actual identified cleanup needs and projected costs with the public. The organization could use its united voice to pursue release of information around the fiscal and economic impact of the laboratory on the region.

Identify and overview the Fiscal Sponsor and the org structure

Under the current JPA the fiscal agent MUST be Los Alamos County. Per adopted policy, all financial transactions and contracts must be reviewed by the board treasurer and the ED prior to submission to the board. The board must vote on any and all financial transactions in an open meeting, and then each transaction is submitted to an independent accountant for review. Prior to cutting a check, the accountant will then review meeting minutes and receive confirmation from the treasurer that a payment has been authorized. Checks are then submitted to the fiscal agent for signature and then distributed by the ED. The amended JPA would allow the board to select a fiscal agent.

Please let me know if you have any additional questions or need any clarification. I may be reached via email (kamason@santafenm.gov) or at extension 6704.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Regional Coalition of LANL Communities

Procurement Title: Regional Coalition of LANL Communities Joint Powers Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* X *JPA*

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

Department Requesting Emergency Management Staff Name Kyle Mason

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Kyle Mason — Emergency Management Director — 2/5/2021

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

Fran Dunaway

Fran Dunaway (Feb 25, 2021 18:36 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe

PURCHASE VOUCHER

CODES | VOUCHER DATE: 10-05-20

BUSINESS UNIT	OBJECT ACCOUNT	DESCRIPTION	EXPENDITURE
1000202	561900	2020 membership dues-inv# 12/03/2019	10,000
1000202	561900	2021 membership dues-inv# 08/01/2020	10,000

FISCAL YEAR: 2020-2021 **GRAND TOTAL:** 20,000

VENDOR NO. 8854 ORIGINATOR: Carolynn Roibal

DEPARTMENT: General Governmnent PRINT & SIGN: Carolynn Roibal Carolynn Roibal

PAYEE NAME Regional Coalition of LANL Communities

ADDRESS 405 N. Paseo de Onate

CITY, STATE, ZIP Espanola, NM 87532

FOR TRAVEL

Jurat: I _____ do solemnly swear that the above account and the attached itemized statement are just and true in all respects.

_____ _____

Payee Signature Position Title

Notary: Subscribed and sworn to before me on this _____ day of _____, 20 _____

Signed: _____

Title: _____

(seal)

My commission expires _____

OR IN LIEU OF NOTARIZATION, SIGNATURE WITNESSED BY:

Witness: _____

Witness: _____

FOR PURCHASE

PAYEE SIGN HERE: I certify that the above bill is correct and just and that the payment therefore has not been received.

X _____

FOR BOTH TRAVEL and PURCHASE

DEPARTMENT APPROVAL: I, or We certify that the above articles were received in good condition after due inspection thereof, or the services were rendered as stated; that they were necessary and proper and that the amounts claimed are just and reasonable and that no part thereof has been paid.

Jarel LaPan Hill — Department Director

PRINT NAME — TITLE

Jarel LaPan Hill — Oct 5, 2020

SIGN NAME — DATE

FINANCE AUTHORIZATION for Payment

Clayton Pelletier — _____

SIGNATURE — DATE:

RESTATED AND AMENDED JOINT POWERS AGREEMENT ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES BY AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS, THE CITY OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA, RIO ARRIBA COUNTY, THE TOWN OF TAOS, TAOS COUNTY AND THE SOVEREIGN GOVERNMENTS OF THE PUEBLO OF OHKAY OWINGEH AND THE PUEBLO OF JEMEZ

THIS RESTATED AND AMENDED JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, the Town of Taos, New Mexico, [and] Taos County, New Mexico, Ohkay Owingeh Pueblo and the Pueblo of Jemez (each a “Party” or “Member” and, together, the "Parties" or "Coalition Members").

RECITALS

WHEREAS, the Parties are political subdivisions of the State of New Mexico (the "State") or sovereign federally recognized Indian Tribal Governments, and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of each of the Parties is affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL’s missions remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department of Energy, the State of New Mexico, and other government agencies with respect to local concerns about LANL’s activities, and of increasing the Parties' ability to participate in and influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties have common powers with respect to promoting economic development, cultural and educational activities, and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties specified in this Agreement; and

WHEREAS, the Parties desire to create a joint powers agency pursuant to the Act to carry out the purposes described in this Agreement in accordance with the terms and conditions set out below.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities. The Parties hereby

create the Regional Coalition of LANL Communities ("Regional Coalition" or "Coalition"), which is a political subdivision separate from the Parties, which shall act on behalf of the Parties with respect to the subject matters of this Agreement. The Coalition is a political subdivision of the state of New Mexico.

2. Authority of the Regional Coalition. The Regional Coalition shall have the authority to exercise the following powers common to the Parties in accordance with New Mexico state law with respect to LANL and LANL-related activities and issues:

A. Promotion of economic development, including:

(i) promotion of new missions for LANL that the citizens of the Coalition Members support;

(ii) advocacy of long-term stable funding of LANL missions;

(iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;

(iv) support of business incubation and business development on non-federal lands;

(v) support of workforce training and development; and

(vi) promotion of awareness of LANL and its contributions toward and impact on the region.

B. Promotion and coordination of environmental protection and stewardship, including:

(i) clean-up activities and site maintenance to ensure consistency with community values and future use goals;

(ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;

(iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.

C. Participation in regional planning, including:

(i) evaluation of policy initiatives and legislation for impacts on Coalition Members;

(ii) development of long-term relationships between local, state and federal officials and LANL officials;

(iii) coordination of regional planning with LANL strategic

initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including:

(i) Participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) Advocacy in state and federal legislative process and administrative proceedings.

E. In exercising the common powers of the Parties described in Subsections (A) through (D) of Section 2 above, the Regional Coalition shall have the additional common powers to:

(i) enter into contracts, including office leases and personal property rental agreements, but shall not acquire or own any real property, vehicles, or debt;

(ii) acquire office equipment and supplies and other personal property as necessary to accomplish the purposes of this Agreement;

(iii) contract with an executive director, legal counsel, experts, and administrative staff, as necessary; provided, however, the Coalition shall not hire employees;

(iv) develop and adopt an annual budget for operations, and bill and collect payments from Coalition Members in accordance with this Agreement and the duly adopted annual budget, subject to Section 5(C);

(v) establish bylaws and policies to govern its affairs, including policies relating to fiscal management, travel, reimbursement, and annual audits, subject to Section 5(C);

(vi) receive, deposit, expend, and invest public monies, subject to Section 5(C);

(vii) lobby state and federal officials, but only to the extent consistent with state and federal law and grant requirements;

(viii) apply for and to receive state, federal, and other grants, appropriations, and donations, subject to Section 5(C);

(ix) sell any of the Regional Coalition assets deemed by the Board to be unnecessary, excess, obsolete, or scrap in accordance with New Mexico state law, subject to Section 5(C);

(x) sue and be sued in any court of competent jurisdiction, subject to the limitations and immunities under New Mexico state law, including without limitation, the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978: and

(xi) do any and all other lawful things that are reasonably necessary and appropriate to carry out the purposes of this Agreement and exercise the express common powers of the Parties specified above; and

3. Regional Coalition Board of Directors.

The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected official or an employee of the Party represented by the Party appointing the Alternate Director.

4. Meetings and Duties of the Board.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of resolutions, bylaws, policies and plans; to enter into contracts and leases; to make purchases over $2,500; to adopt an annual budget; appoint officers of the Board; delegate authority; and to take any other official action on behalf of the Board.

D. The Board shall:

(i) adopt bylaws, which shall not be inconsistent with this Agreement and which shall (among other things) govern the selection, duties, removal, and replacement of Board officers, conflicts of interest, conduct of meetings, compliance with the Open Meetings Act, voting, formation and conduct of subcommittees, amendments, and reporting;

(ii) appoint officers of the Board, which shall include a chair, vice chair, treasurer, and secretary, who shall serve one-year terms;

(iii) adopt written resolutions, plans, strategies, and policies to carry out the purposes of this Agreement and govern the exercise the Parties' common powers specified in Subsections (A), (B), (C), (D), and (E) of Section 2, including a code of conduct, and travel, per diem, and expense reimbursement policies;

(iv) develop an annual budget for each fiscal year, which shall begin on July 1 and end on June 30 of the following year;

(v) comply with all federal, state, and other grant accounting, expenditure, and reporting requirements;

(vi) delegate its authority and duties under this Agreement, as necessary and appropriate, to a Member, subcommittee, executive director or other contractor, including the task of developing proposed bylaws, plans, strategies, policies, budgets, and other materials to be proposed and considered for adoption by the Board in accordance with this Agreement;

(vii) keep minutes of its meetings in accordance with the Open Meetings Act, including posting on the organization website after they are approved by the board;

(viii) assure that none of the revenues of the Regional Coalition inure to the benefit of any individual or entity, except as compensation for services rendered or payment for goods, property or legal rights, or reimbursement of expenses.

(ix) to the extent applicable to the Board's activities, comply with all laws applicable to political subdivisions of the state of New Mexico.

5. Fiscal Agent.

A. As soon as practicable after approval of this Agreement by the New Mexico Department of Finance and Administration ("DFA"), the Board shall enter into an agreement ("Fiscal Agent Agreement") with a Member of the Coalition to serve as the Coalition's fiscal agent. The Fiscal Agent Agreement shall describe the duties of the fiscal agent, consistent with this Agreement.

B. The Board shall adopt by resolution policies and procedures prepared by the fiscal agent to assure the Coalition complies with all laws applicable to political subdivisions of the state of New Mexico governing the receipt, expenditure, investment, budgeting, depositing, and accounting of public money ("Fiscal Policies"). The Board may incorporate into its Fiscal Policies the policies and procedures of any Member that is also a political subdivision of the state of New Mexico.

C. The fiscal agent shall follow generally accepted accounting principles (GAAP) and shall maintain strict segregation of Coalition funds from other funds managed by the fiscal agent, and shall strictly account for and segregate federal funds from non-federal funds.

D. The fiscal agent shall provide for strict accountability of all receipts and disbursements of Coalition funds in accordance with NMSA 1978, Section 11-1-4 of the Joint Powers Agreements Act. The fiscal agent shall authorize, review, and approve all expenditures of Coalition funds to assure such expenditures are consistent with the Coalition's annual budget, the Fiscal Policies, and applicable federal and New Mexico state law.

E. As soon as practicable after a Fiscal Agent Agreement terminates for any reason, the Board shall execute a new Fiscal Services Agreement with another Member of the Coalition. The Board shall not authorize the expenditure of any Coalition funds, and no Member shall be obligated to contribute funds to the Coalition, unless and until a Fiscal Agent Agreement is in full force and effect.

6. Effective Date; Term; Member Withdrawal; Termination.

A. The effective date of this Agreement shall be the date it is approved by the DFA, which shall not occur until all Members have duly approved and executed this Agreement.

B. The term of this Agreement shall be perpetual, subject to subsection D below.

C. Any Member may withdrawal from this Agreement by providing written notice of withdrawal to the Board Chair and, thereafter, shall no longer be a party to this Agreement. Such withdrawal shall not terminate this Agreement as to the remaining Members. The withdrawing Member shall not be entitled to refund of any funds it contributed to the Coalition prior to withdrawal.

D. This Agreement may be terminated by a written agreement to terminate executed by all Parties or by vote of the Board by two-thirds or more of the Directors.

7. Disposition of Coalition Funds Upon Termination. Any surplus funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to the Parties in proportion to their respective contributions. Any funds provided by federal agencies shall be disposed of or returned in accordance with the federal grant requirements and applicable law.

8. Amendment; Addition and Withdrawal of Members.

A. Subject to Paragraph B below, this Agreement shall not be altered, changed, or amended except by a written instrument executed by the Parties and approved by the DFA.

B. A Tribal government, New Mexico County, or New Mexico City may become a Member of the Coalition and a Party to this Agreement upon request and approval by the Board, and any Member may withdraw from this Agreement pursuant to 6(C). The parties' intent is that a Tribal government shall not waive its sovereign immunity as a result of entering into this Agreement. This Agreement shall automatically be amended to incorporate such addition or

withdrawal of a Member without further approval by DFA. In the case of an additional Member, the amendment date shall be the date of the Board action approving the addition; in the case of withdrawal, the amendment date shall be the date of the Member's notice of withdrawal.

9. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.

10. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

11. Counterparts. This Agreement may be executed in counterpart originals.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

13. Replacement of Prior Joint Powers Agreement. This Agreement replaces and supersedes the prior Joint Powers Agreement executed among the Parties, approved by the Department of Finance and Administration on October 13, 2011, including all amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective as of the date of approval by the New Mexico Department of Finance and Administration.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract #_____

Contractor: **Regional Coalition of LANL Communities**

Description: **The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities.**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Feb 25, 2021 18:36 MST) — Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: This an after the fact procurement (PV) - Services rendered prior to agreement

4. **Funding Source:** _____ **Org / Object:** **1000202.561900**

Alexis Lotero (Feb 25, 2021 14:49 MST) — Feb 25, 2021 — $10,000.00 per year

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kyle Mason** Phone # **955-6704**

Email: **kamason@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: February 9, 2021

TO: Finance/Public Works and Utilities Committee/City Council

VIA: Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE: Approve Acceptance of FAA Grant Funded Budget Amendment Resolution (BAR) for Taxiway Golf Construction

Request for Approval of a BAR for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the amount of $2,630,925 securing funds for construction of Taxiway Golf.

SUMMARY:
Construction work for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which has been experiencing significant pavement failures, and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate these pavement failures and provide pavement strength for the airports expanding commercial flight operations.

Both grants were approved at the special City Council meetings on September 15th and September 17th, 2020 respectively. At that time, the BAR was not in the packet and therefore needs approval to budget the funding.

BUDGET:
This project is funded by a 90% FAA grant #3-35-0037-052-2020 and grant #3-35-037-053-2020, as well as, a 5% grant from the New Mexico Department of Transportation Aviation Division (NMDOTAD) # SAF-20-03, with the remaining 5% matching funding by the City.

SCHEDULE:
Public Works/Utilities Committee: 03/08/2021
City Council: 03/10/2021

REQUESTED ACTION:
Council approval of BAR to move grant funds into WIP construction in the amount of $2,630,925.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport Division	02/08/2021

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY *{.000000}*	SUBLEDGER *{0000}*	INCREASE	DECREASE
EXPENDITURES					*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR19545OE		2,630,925	
REVENUES					*{enter as negative #}*	*{enter as positive #}*
US DOT - Grant 52	5450407	490550	AIR19545OE		(1,875,000)	
US DOT - Grant 53	5450407	490550	AIR19545OE		(755,925)	
					$ 0	**$ 0**

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Grant 52, in the amount of $1,875,000 and Grant 53, in the amount of $755,925 were approved on September 15th and 17th, 2020 respectively. The BAR was not part of packet and needs Council approval.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	$ 0

Bobbi Huseman — 02/09/2021
Prepared By *{print name}* — Date

Mark Baca — 02/09/2021
Division Director *{optional}* — Date

Department Director — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **January 8, 2021**

TO: **Governing Body**
Finance Committee
Public Works Committee

VIA: **Regina Wheeler, Director, Public Works Department** RW
Noel Correia, Director, Parking Division NPC

FROM: **Matthew Knowles, Contract Administrator** MPK

ACTION REQUESTED

Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI), certified by the PARCS equipment manufacturer, TIBA. ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement, and will not exceed the approved total project cost of $1.5 million. The manufacturer's warranty term will be two years from date of project acceptance. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

BACKGROUND AND SUMMARY

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no longer a certified and authorized dealer, installer or service provider for the TIBA manufactured PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor.

The installation of the new PARCS has been completed in all three (3) City garages and is fully operational. There are a number of minor equipment adjustments needed identified during testing and acceptance which will be completed by ATI upon approval by the Governing Board of this Amendment 1 to IT Agreement 19-0828.

PROCUREMENT METHOD:

The original procurement method was RFP '18/49/P. This Amendment 1 does not change the original cost or scope of the PARCS agreement, just assigns the remaining balance of that agreement to the new vendor.

CONTRACT NUMBER:
The original Munis contract number is 3201424, the new Munis contract number is 3202486.

FUNDING SOURCE:

Item#_____

Munis Contract#3201424

CITY OF SANTA FE

AMENDMENT No. 1 TO

INFORMATION TECHNOLOGY AGREEMENT

ITEM#19-0828

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated 10/30/19 (the "Agreement"), between the City of Santa Fe (the "City") and Souder Corporation d.b.a. Mountain Parking Equipment. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. The Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the Proposer most advantageous to the City; and

B. An RFP No. '18/49/P was issued to provide and install a state of the art Parking Access and Revenue Control System (PARCS);

C. Under the terms of the Agreement, Contractor has ascertained that they are a certified and authorized dealer, installer and service provider for PARCS equipment manufactured by an independent PARCS manufacturer TIBA and has agreed to install PARCS by TIBA, provide warranty and service as outlined in Exhibit A, attached hereto and incorporated herein by reference.

D. Pursuant to Article 23 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. ASSIGNMENT

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no

longer a certified and authorized dealer, installer or service provider for the TIBA PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor:

Associated Time Instruments, Inc. (ATI)
6699 Portwest Dr., Suite 160
Houston, TX 77024

2. COST OF PROPOSAL

The original cost of $1.5 million for the PARCS project does not change with the reassignment of this PARCS contract to Associated Time Equipment (ATI).

3. CONTRACTOR PERSONNEL

Article 12 of the Agreement is amended as follows:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Andrew White – Executive Vice President
Michael Ball – Sales Executive

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel

assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

4. NOTICES.

Article 25 is amended as follows:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR

Associated Time Instruments

713-263-1366

www.associatedtime.com

6699 Portwest Dr., Suite 160

Houston, TX 77024

Any change to the Notice individual or the address, shall be effective only in writing.

5. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Associated Time Instruments

_____

Andrew White, Executive Vice President

DATE: 1/15/2021

CRS#03-537979-00-0

Registration #228947

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5350455/570500 FD

Org. Name/Org.#

2021 1 5 Amendment 1 PARCS ATI Agreement

Final Audit Report 2021-01-05

Created:	2021-01-05
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6C72tIIoiZDt6kVEI4IF0FUwSoCGnwlh

"2021 1 5 Amendment 1 PARCS ATI Agreement" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-05 - 10:54:18 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-05 - 10:54:42 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-05 - 10:57:52 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-05 - 10:58:01 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-05 - 10:58:01 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201424, Original**

Contractor: **Associated Time Instruments, Inc. (ATI)**

Description: **An Amendment to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the PARCS agreement to a new vendor, ATI, who is certified by the equipment manufacturer, TIBA. The new vendor contract in MUNIS is 3202486.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/18/2019** Term End Date: **06/30/2023**

☑ Approved by Council Date: **10/18/2019**

Contract / Lease: **Purchase and install Parking Access and Revenue Control System**

Amendment # **01** to the Original Contract / Lease # **19-0828**

Increase/(Decrease) Amount $ **Compensation will not exceed the $114,920.06 remaining Agreement balance.**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Amend IT Agreement 19-0828 to assign remaining portion to replacement vendor.**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
This is the first time this Agreement has been amended.

3. **Procurement History:** **RFP #'18/49/P**

Fran Dramaway (Feb 12, 2021 08:51 MST)

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **A New Mexico Finance Authority loan** **Org / Object:** **5350455/570500**

Alexis Lotero (Feb 12, 2021 08:39 MST) Feb 12, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Matthew Knowles** Phone # **(505) 955-6674**

Email: **mpknowles@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Associated Time Instruments, Inc.

Procurement Title: Installation of Parking Access and Revenue Control System, RFP '18/49/P

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

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

Department Requesting Public Works, Parking Division Staff Name Noel Correia, Director

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Noel Correia — Noel P. Correia — Parking Division Director — 01/06/2021

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

Fran Dunaway

Fran Dunaway (Feb 12, 2021 08:51 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ASSOCIATED TIME INSTRUMENTS CO, INC.
DBA: ASSOCIATED TIME INSTRUMENTS CO, INC.

Business Location: 9104 DIPLOMACY ROW
DALLAS, TX 75247

CRS Number: 03-537979-00-0

Owner: ASSOCIATED TIME INSTRUMENTS CO, INC.

License Number: 228947

License Type: Business License - Renewable

Issued Date: December 09, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 09, 2021

Fees Paid: $10.00

ASSOCIATED TIME INSTRUMENTS CO, INC.
9104 DIPLOMACY ROW
DALLAS, TX 75247

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2020

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

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

PRODUCER
Upshaw Insurance Agency, Inc.
801 S Fillmore Ste 300
Amarillo TX 79101

CONTACT NAME: Lauren Lane
PHONE (A/C, No, Ext): 806-468-0400 **FAX (A/C, No):** 806-468-0450
E-MAIL ADDRESS: laurenf@upshaw-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins. Co	23396
INSURER B : Travelers Property Casualty	36161
INSURER C : Amerisure Insurance Co	19488
INSURER D : Certain Underwriters at Lloyds	
INSURER E :	
INSURER F :	

INSURED ASSOC-4
Associated Time Instruments Co Inc., dba Associated Time & Parking Controls, Inc
CTE Systems; I-3 Concepts; I-3 C;
9104 Diplomacy Row
Dallas TX 75247

COVERAGES **CERTIFICATE NUMBER:** 1766633706 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP20913290702	2/28/2020	2/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20913280602	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	ZUP15S14431-20-NF	2/28/2020	2/28/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC209133006	2/28/2020	2/28/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Property Cyber Liability			CPP20913290702 WN1128991	2/28/2020 2/28/2020	2/28/2021 2/28/2021		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
* Named Insured Continued: Beehive Time & Parking Technologies Endorsements shown apply only if there is a written contract between the named insured & certificate holder that requires such coverage. GL & AU: Policies include a blanket additional insured endt (GL per attached CG7085 (10/15) with primary & non-contributory language and ongoing & completed operations). UMB: follows form on underlying GL, AU, and WC policies. GL,AU & WC: Policies include a blanket waiver of subrogation endorsement. Blanket 30 days notice of cancellation applies except 10 days for non-pay.

CERTIFICATE HOLDER
City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Information Technology Agreement

Contract No._____ ITEM # 19-0828

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **Souder Corporation dba Mountain Parking Equipment**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. '18/49/P to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the City's Contract Manager.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be designated by the Parking Division Director.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

K. "DoIT" shall mean the Department of Information Technology.

L. "DFA" shall mean the Department of Finance and Administration;

M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.

N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

O. "GRT" shall mean New Mexico gross receipts tax.

P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City.

V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Leonard Romero, Parking Maintenance Supervisor, or his/her Designated Representative.

W. "Qualified" means demonstrated experience performing activities and tasks with Projects.

X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.

AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 23.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use the TMS-SmartPark -TIBA Management System Standard Edition Single Facility License. TMS-SmartPark-*Upgrade to Enterprise Edition-Single Site Enterprise License. Upgrade* from Single Central PARCS controller to 3 PARCS Controller. Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

E. Source Code. The Parties agree the City has no right to Contractor's Source Code.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

F. The City's Rights.

1. Rights to Software. The Parties agree the City does not have rights to the Software except as explicitly stated in this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City.

The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed one million five hundred thousand dollars ($1,500,000.00) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in

writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP No. '18/49/P**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the thirty (30) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Maintenance of PARCS equipment contract, terms of which will be ongoing, as negotiated by the City. Ongoing maintenance contract will be effective at the end of the first two-year warranty period provided by the equipment manufacturer. Term shall comply with §13-1-150

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan

at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

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

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. The Contractor will own the Intellectual Property.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. 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 sole 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.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for twelve (12) years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Scott Souder, President
Zach Souder, Vice President
Kevin Humphreys, Operations Manager/Sales Engineering
Anne Mirabella, Service Manager, IT Manager
Kate Fey, Project Supervisor
Ryan Welsh, Sales Engineer

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding

replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

ARTICLE 13 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 14 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 15 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 19 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 20 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 21 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 - RECORDS AND AUDIT

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

ARTICLE 23 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

ARTICLE 24 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 25 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR
James Scott Souder, President
Souder Corporation dba Mountain Parking Equipment
ScottSouder@mtnpark.com
(720) 259-4883
2009 S Cherokee Street
Denver, CO 80223

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 26 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

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

ARTICLE 27– SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 28– TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 29 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/18/19

CONTRACTOR:

See Attached
NAME AND TITLE

DATE: _____

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

ARTICLE 27– SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 28– TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 29 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/18/19

CONTRACTOR:

James Scott Souder
NAME AND TITLE President

DATE: 10/30/19

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

APPROVED AS TO FORM:

8/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

For Mary McCoy 10/17/19
MARY MCCOY, FINANCE DIRECTOR

52155.562600 or #5350455
Business Unit / Line Item

Exhibit A – Scope of Work
Mountain Parking Equipment
Parking Access and Revenue Control System (PARCS)

Mountain Parking Equipment, Primary Contractor, Scope of Work

Mountain Parking Equipment (MPE) will:

- Remove the existing parking equipment and Install a new flexible, scalable, modular parking system. The installation will be a phase approach beginning with the Railyard Municipal Parking Garage.
- For the lane equipment installation MPE will utilize the existing inter island conduit for connectivity between the gates and ticket dispensers. The installation of the new Pay on Foot machines will involve new conduit. Conduit and power will be installed by the electrical subcontractor.
- Electrical subcontractor is a local Santa Fe electrical company named Alive Electric. They will install the necessary new conduit for low voltage and power for the new parking system. Including but not limited to new Pay on Foot machines, new License Plate Recognition cameras, and new space available signs.
- To ensure penetrations into the concrete are safe MPE will conduct sonar scans of the drive lane to map out snow melt and various other penetrations needed for this project. Including the area where the directional loop counts will be for the level counts between P1, P2, and P3.
- Sequenced approach to Railyard installation:
    - Meet with City Project Manager and review the intended execution plan. Schedule and utilize sonar to check and verify concrete penetration areas. Electrician starts running conduit at Level P1 to Various Pay Stations
    - Electrician continues installation of Pay Station conduit and installs camera conduit
    - Receive TIBA equipment. Flash and Test in MPE office
    - Transport equipment from Denver to Santa Fe
    - Install computers which includes working with Santa Fe IT for network infrastructure evaluation and testing internet speeds. MPE will run test credit card transactions to ensure that the transactions are recorded in the proper bank account and double-checked for proper MID and TIDs transmissions. MPE will ensure the transactions are correctly recorded and settled.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in turn would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non-proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (I 0) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates_include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document.

It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.
Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for desi$_{gn}$ated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. *The Contractor shall include* a full description of the desi$_{gn}$ and function of this module in the System Definition Document.

F5. 5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5. 6 Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5. 7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or ma$_{gn}$etic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability desi$_{gn}$ed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. A VI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options.

The LPR process control module shall assist in the capture, processing and matching of LPR images.

FS.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

FS.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

FS.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

FS.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

FS.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow

the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's desi$_{gn}$ shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parkfng entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED si$_{gn}$ for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information si$_{gn}$s and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and desi$_{gn}$ to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All

elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements.

"Red/Green lane status $si_{gn}s$ shall convey lane status information such as, whether the lane is open or closed. Where appropriate these $si_{gn}s$ shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED $si_{gn}s$ and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the si_{gn} or to the device controlling it. Certain device malfunctions *shall result in an* automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED si_{gn} proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable *of receiving* input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be $desi_{gn}ed$ so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge.

Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

FB.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the ml}gnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction infonnation, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

FB.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.
The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SOD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe confi$_{gu}$ration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required confi$_{gu}$ration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15

seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be confi$_{gu}$red in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be confi$_{gu}$rable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).
The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: *"PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD"* or similar patron instructions as approved by the City and to be placed in accordance with the City's $_{gu}$idelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distin$_{gu}$ish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the

facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1 Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is

completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.

Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media fonnat) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when confi$_{gu}$red for public

patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable

time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be confi$_{g\,u}$rable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data.

Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9. 6 Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9. 7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

FlO. Special Purpose Fee Computers

FJ0.J. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly confi$_{gu}$red workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This

device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of

the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

FII.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets ifleft in the POF after a user-defined timeout period.

Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The

receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

FJJ.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

FJJ.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and

Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's ChiefInformation Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and

communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be confi$_{gu}$red in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software confi$_{gu}$ration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, confi$_{gu}$re, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch confi$_{gu}$rations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.
All network switch installations and confi$_{gu}$rations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.J. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and confi$_{gu}$re one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

FJ8.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G *REPORTS AND REPORTING CAPABILITIES*

GI. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF or CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If' analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue infonnation in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 6 Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices or components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees).

This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report desi$_{g\,n}$ed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report desi$_{g\,n}$ed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose

location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking

facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H.J. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane

confi$_{gu}$rations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be confi$_{gu}$red in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall he routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be confi$_{gu}$red so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the desi$_{gn}$ated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a confi$_{gu}$rable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

HJ.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no forei$_{gn}$ object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

ILPR Task	Requirement I

Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

Note: *During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

HJ.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

HJ.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

HJ.S. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle

license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

Hl. 5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

Hl.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

Hl.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or artempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall

be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

HJ. 7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

HJ.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or

levels of all public parking facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.
It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count si_{gn}age, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem $desi_{gn}$ features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss

appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count sign s associated with the Parking Space Count Subsystem. These sign s shall include 'monument' or 'scoreboard' sign s at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status sign s for each area, floor or level to be controlled by the subsystem. All sign s provided as a part of the Parking Space Count System shall meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for sign age of this type. At a minimum, sign s shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of sign age submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project... The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation suhsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron

and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

HS.I. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program.

The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document,.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

L SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be desi$_{g\,n}$ed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be desi$_{g\,n}$ed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

11. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

City of Santa Fe

Parking Division

Request for Proposals
(RFP)

PARKING ACCESS AND REVENUE
CONTROL SYSTEM
(PARCS)

ATTACHMENT 1

SCOPE OF WORK

2.0 Project Scope

Refer to Attachment 1 Scope of Work document.

1.14 Mandatory Pre-Proposal Vendor Conference

A mandatory Pre-Proposal Vendor Conference will be held on June 7, 2018, 10:00 am Mountain Time. The Pre- Proposal Vendor Conference will be hosted via teleconference. The City will not be hosting an in-person option for the Pre-Proposal Vendor Conference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is mandatory.

1.15 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on June 21, 2018.

Only questions and answers documented in an addendum shall be binding. Each addendum issued will contain an acknowledgment form which shall be signed and returned with proposers' responses. The City reserves the right to revise the RFP prior to the deadline for proposal submissions on July 31, 2018. Revisions shall be documented in an addendum and publicly published to the City website.

response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a "best of breed" solution. The City does have a preference towards an end-to-end solution, but is willing to consider a best of breed solution.

1.11 Incurred Expenses

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's product.

1.12 Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "City of Santa Fe PARCS RFP Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact and the acknowledgement contact information. With any communications, both the primary and acknowledgement point of contact should be included.

Table 02: Point of Contact

Point of Contact	
Primary	**Acknowledgement**
Shirley Rodriguez City of Santa Fe 505-955-5711 sarodriguez@ci.santa-fe.nm.us	Noel Correia City of Santa Fe 505-955-6711 npcorreia@ci.santa-fe.nm.us

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than June 14, 2018 at 4:30 pm Mountain Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda.

Proposers shall not contact City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the City.

1.13 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to City staff on dates specified in Table 01 if selected for system demonstrations. Failure of a vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the vendor's proposal.

	CITY OF SANTA FE	Purchasing Office City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, NM 87505
	Request For Proposal	

Solicitation Number: RFP #'18/49/P

Materials and/or Service: Provide and Install a State of the Art Parking Access and Revenue Control System (PARCS) as Specified in the RFP Specifications

Solicitation Due Date: **July 31, 2018** **Time:** **2:00 pm (Mountain Time)**

Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:

Attn: Shirley Rodriguez
Purchasing Office
City of Santa Fe
Building "H"
2651 Siringo Road
Santa Fe, New Mexico, 87505

All Offers must be received by the City of Santa Fe at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the City of Santa Fe website: http://www.santafenm.gov/bids_rfps. If you experience problems downloading the solicitation, use the information contained in Table 02 (Point of Contact).

Attendance at the Teleconference is mandatory.

Teleconference Event: **June 7, 2018 @ 10:00 A.M. (Mountain Time)**

Vendors that are interested in participating in the Pre-Proposal Teleconference Event shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.
Published via http://www.santafenm.gov/bids_rfps ENTER DATE
Published in the New Mexican: ENTER DATE
Published in the Albuquerque Journal: ENTER DATE

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other City staff may disqualify you from the evaluation process.

Table of Contents

Section		Page
1.0	**RFP Introduction and Background**	**4**
1.1	Introduction	4
1.2	About the City of Santa Fe	4
1.3	Existing Conditions	5
1.4	Project Objectives	6
1.5	Definitions	6
1.6	City's Consulting Partner	8
1.7	RFP Schedule of Events	8
1.8	Pre-Qualification of Vendors	8
1.9	Minimum Qualifications	8
1.10	Partnerships and Proposers of Subsets of Functionality	8
1.11	Incurred Expenses	9
1.12	Questions and Inquiries	9
1.13	Clarification and Discussion of Proposals	9
1.14	Mandatory Pre-Proposal Vendor Conference	10
1.15	Amendments and Addenda	10
2.0	**Project Scope**	**11**
2.1	Refer to Attachment 1 Scope of Work Functional Areas	
3.0	**Proposal Evaluation and Award**	**12**
3.1	Evaluation Process	12
3.2	Evaluation Criteria	12
3.3	Best and Final Offer/Request for Clarification	13
3.4	Notice of Intent Award	13
3.5	Negotiations and Contract Execution	13
3.6	Contracting Ethics	13
3.7	No Obligation, Right of Rejection, and Multiple Award	14
4.0	**Submittal Response Format**	**15**
4.1	General Instructions	15
4.2	Transmittal Letter and Executive Summary	16
4.3	Project Approach and Software Solution	17
4.4	System and Application Architecture	17
4.5	Implementation Methodology	18
4.6	Company Background and History	19
4.7	Key Proposed Personnel and Team Organization	19
4.8	Project Roles and Responsibilities	19
4.9	Project Schedule	19
4.10	Functional and Technical Requirements/Capabilities Response	20
4.11	Data Conversion Plan	20
4.12	Software Hosting	20
4.13	Testing and Quality Assurance Plan	21
4.14	Training Plan	21
4.15	Ownership of Deliverables	21
4.16	Sub-Contracting	22
4.17	References	22
4.18	Site Visit References	22
4.19	Response to Narrative Questions	23
4.20	Exceptions to RFP Requirements and Conditions and Terms and Conditions	23
4.21	Attachments: Required Forms	23
4.22	Price Proposal	24
5.0	**Special Conditions**	**25**
5.1	Procurement Type	25

5.2 Variation in Scope of Work 25
5.3 Contract Approval 25
5.4 Cancellation of Request for Proposal 25
5.5 Pricing Structures 25
5.6 Invoicing 26
5.7 Taxes and Taxpayer Information 26
5.8 Federal Requirements 27
5.9 Confidential Information 27
5.10 City Property 27
5.11 Warranty 27
5.12 Insurance Requirements 27
5.13 Pending and Recent Litigation 28
5.14 Proposer's Certification 28
5.15 Offer Held Firm 29
5.16 Amendment/Withdrawal of Proposals 29
5.17 Alternate Proposals 29
5.18 Subcontractor Information 29
5.19 Clarification of Proposals 29
5.20 Rights to Submitted Material 30
5.21 Contract Negotiation 30
5.22 Failure to Negotiate 30
5.23 Non-Discrimination 30
5.24 Non-Collusion Statement 30
5.25 Standards of Conduct 30
5.26 Public Information 30
5.27 Resident, Local, or Veterans Preference 31
5.28 Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance) 32
5.29 Protests and Resolutions Procedures 33
5.30 Assignment 33
5.31 System Transition upon Contract Termination or Expiration 33

Forms and Attachments 34

1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying The City of Santa Fe's needs for hardware, software and professional services to provide a Parking Access and Revenue Control System. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About the City of Santa Fe

The City of Santa Fe's purpose is to be the top tier community in New Mexico for living, working, and recreating. Santa Fe is the largest metropolitan area in the county of Santa Fe and was established in the early 1600s; it is one of the nation's oldest communities. The City has a diverse population of approximately 82,000. Santa Fe's economy is based largely on tourism and state government. Visitors are attracted year-round by the beautiful high desert climate and related outdoor activities plus cultural activities of the City and area. The City delivers a wide array of services through twelve (12) departments which are both operational and supportive in nature. The majority of services offered by the City of Santa Fe are delivered by City employees, while some are delivered by partners. The City departments are grouped into one of three categories: public safety, core services, and quality of life programs. Public safety consists of services such as fire protection, law enforcement, and adjudication, without which unsafe conditions might emerge within the City. The core services the City of Santa Fe provides include: water, waste water, and solid waste; infrastructure; and community services such as senior and youth services. Quality of life services and programs include those things that help to make Santa Fe a better place to live, and help us reach for the future: economic and community development, parks and recreation, libraries, and public transportation. In all services, the City of Santa Fe employees try to promote a customer first orientation.

The City of Santa Fe's computing environment is comprised of a hub and spoke network topology consisting, primarily, of Cisco internetworking routers, switches and Wi-Fi equipment. The network spans over 45 remote locations, which include numerous V-LANs. The City is standardized on Microsoft Windows Server as its Server Operating System, and deploys Microsoft Windows 7 and Microsoft Office 2010 for its Client Operating System and Office Productivity Suite respectively; the City's email system is run on Microsoft Exchange. The City's current financial software system (JD Edwards EnterpriseOne) will be replaced with Tyler Munis Financial System within the next 10 months. The City's Parking Division utilizes Conduent State and Local Solutions, Inc.'s Citation Administration and Revenue Reconciliation System (CARRS).

1.3 Existing Conditions

A. Project Site Conditions and Work Locations (Parking Facilities)

During the last fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of

approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three municipal parking garages and one municipal surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Santa Fe Community Convention Center (SFCCC)	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3)lanes
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	Total two (2) lanes

A1. Santa Fe Community Convention Center Municipal Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

A2. Sandoval Municipal Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

A3. Railyard Municipal Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

A4. Water Street Municipal Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and is used for daily, hourly, monthly and pre-paid parking.

B. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

1.4 Project Objectives

The City of Santa Fe is planning to replace its current hardware / software system environment that supports various business processes with a Parking Access and Revenue Control System. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Convert current off-line PARCS to a fully automated online system.
- Install infrastructure to support Pay On Foot (POF) stations at different pedestrian-entry locations at each facility.
- Modify islands which will house new ticket dispensers and gate housings.
- Convert existing copper wire to fiber optics as needed.

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement hardware / software system. Section 2.0, Project Scope (included as Attachment 1 Scope of Work document), outlines the features and functionality desired in a future systems environment as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

1.5 Definitions

Below is a list of key terms and acronyms used in this document. The list is provided for your convenience and is not intended to be all inclusive. The list is designed to highlight terms and acronyms used in multiple locations throughout the document, terms that may have a specific or special meaning in the context of this document or terms (such as networking acronyms) that may not be commonly used in the parking industry.

Term or Acronym	Definition
Automatic Vehicle Identification (AVI)	A process or system by which a unique access control media (RFID transponder, barcode, etc.) is associated with a specific vehicle or user for the purpose of controlling vehicle access into a parking facility.
NMDOT	The New Mexico Department of Transportation.
Complimentary Time	The amount of time (usually in minutes) a patron has to enter and exit a parking facility without incurring a parking fee.
Event Log or Journal	The central database repository of all System messages and activity. The Event Log or Journal is immutable and maintained in secure database that will record all transaction data allowing the System to properly and accurately calculate, collect, and report revenue. The log will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified.
Facility Management System (FMS)	The Facility Management System or Software (FMS) provides the set of software and hardware components whose functions allow the implementation and control of all PARCS devices, components and activity. The FMS also provides administrative controls, user management, and access security for all software modules and subsystems.
Extended Operations Test	A required test designed to demonstrate, over a period of fifteen (15) consecutive days, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.
Facility Test	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation as a system to include all entry lane, exit lane, all other devices, software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers.
Fail Over	The process by the System sense and automatically switches functionality from a primary to a secondary server or device in the event normal function, power or communications are lost.
Grace Time or Period	The amount of time allowed before the next increment of time is added to the parking fee.

Hot List	A function of the LPR subsystem designed to automatically track and report license plates that have been identified as having a high incidence of exception transactions such as "lost tickets", "credit card declined", etc. or have been identified as "special interest" plates by Law Enforcement Agencies. .
ISO-Compliant	A product or service that conforms to the guidelines promulgated by the International Organization for Standardization.
Invalid Ticket	Also known as a 'Stolen Ticket, a ticket is flagged throughout the PARCS as Invalid if it has been removed from the Entry Device without the System detecting a normal entry into the parking facility.
Lag Time/ Grace Period	A preset length of time programmed into the System to allow patrons paying parking fees at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time/grace period would result in the accrual of additional parking fees payable at exit.
License Plate Inventory (LPI)	An automated collection process of vehicle license plates entering and exiting a parking facility for the purpose of calculating parking fees based upon the entry and exit times.
License Plate Recognition (LPR)	The automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying said vehicles and ensuring the proper calculation of parking fees.
Network Operations Center (NOC)	A central location selected by the City from which the City's information technology staff can access the PARCS and trouble shoot system connectivity and local communications' issues between PARCS components and the NOC.
Open Data Base Connectivity (ODBC)	A database standard for data interchange among computer systems that allows compliant database information to be imported into standard Microsoft products such as Excel (spreadsheets) and/or Access (database management).
Parking Access & Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by a parking facility
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane.
System	Parking Access and Revenue Control System (PARCS)
Time Synchronization	A function or service provided by the Facility Management System or Software (FMS) that allows the system clocks for each device on the network to be updated to reflect the time of the master clock. The master clock shall automatically adjust for "daylight savings" time changes. This process allows for proper and consistent fee calculation and event reporting throughout the network.
Transfer Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
White List	A listing populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City guests and visitors.
Uninterruptible Power Supply (UPS)	A re-chargeable battery powered device designed to provide conditioned and stable power to a computer in the event of a loss of incoming electrical service. UPS devices are rated in terms of the length of time they provide service for. The UPS device shall have lightning (surge) protection capabilities and also can be connected to a computer's serial port to allow for graceful power shut down in the event power is lost.

Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

1.6 City's Consulting Partner

The City may retain a consulting partner for this project. The role of consulting partner is to provide information and analytical services to support this project. Evaluations and resulting decisions will be made solely by the City of Santa Fe.

1.7 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Date of Advertisement	May 25, 2018
Request for Proposals Released	May 25, 2018
Pre-Proposal Vendor Conference	June 7, 2018 @ 10:00 am MST
Deadline for Questions From Vendors	June 14, 2018 @ 4:30 pm MST
Final Addendum for Questions Published	June 21, 2018
Deadline for Proposal Submissions	July 31, 2018 @ 2pm MST
Evaluation Period Commences	August 1, 2018
Vendor Demonstrations	August 15, 2018
Recommendation of Award to Finance Committee	*First meeting in September*
Recommendation of Award to City Council	Last meeting in September(Tentative)

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.9 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.10 Partnerships and Proposers of Subsets of Functionality

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
SCOPE OF WORK / TECHNICAL PERFORMANCE SPECIFICATIONS
TABLE OF CONTENTS

APPENDIX 1

GENERAL 5

A. System Description 5

B. Project Management and Controls 6

B1. Project Management

B2. Installation, Testing and Commission

B3. Training & Support

B4. Incidental Electrical, Signage and Civil Work

B5. Other Administrative Notes

C. Required Deliverables 8

C1. Project Schedule

C2. Civil and Electrical Design Documentation

C3. Project Execution Plan

C4. System Definition Document

C5. Recommended Spare Parts and Consumable Lists (with Pricing)

C6. Demonstration Software

C7. Sample Reports

C8. Maintenance Plan

D. Existing Conditions 12

D1. Project Site Conditions and Work Locations (Parking Facilities)

D2. Existing Parking Operations and Maintenance

E. Project Phasing 13

E1. Phase One (1)

E2. Project Phase Two (2)

F. System Design and Required Components 14

F1. Facility Management Software or System (FMS)

F2. License Requirements

F3. Software Upgrades and Escrow Requirement

F4. Required Interfaces

F5. Required Software Modules or Functions

F6. Field Hardware Devices

F7. Lane Configurations

F8. Entry Lane Devices

F9. Exit Lane Devices

F10. Special Purpose Fee Computers

F11. Pay-on-Foot (POF) Devices

F12. Network and Computer Devices

F13. Data Communications
F14. Computer Rooms
F15. Maintenance Support System
F16. Servers
F17. Network Switches
F18. Other Equipment

G. Reports and Reporting Capabilities....35
G1. System Reports and Reconciliation
G2. Reporting Capabilities
G3. Required System Reports
G4. Custom Reports

Parking Access & Revenue Control City's Technical Performance Specifications

H. Required Subsystems....37
H1. License Plate Recognition (LPR) Subsystem
H2. Parking Space Count Subsystem
H3. Credit/Debit Card Processing Subsystem
H4. Parking Reservation Subsystem
H5. Validations Subsystem

I. System Reliability and Accountability Standards....46
I1. System Redundancy
I2. Accuracy Standards for Devices and Data
I3. Additional Accountability Measures

J. Modes of Operation – Normal Transaction Processes....48
J1. Ticket-based Public Parking Normal Sequence of Events
J2. AVI-based Public Parking Normal Sequence of Events
J3. AVI-based Non-Public Parking Sequence of Operations
J4. Credit/Debit Card-based Transactions Sequence of Events
J5. Valet Parking Transactions Sequence of Events

K. Exception Transactions....52

L. Project Execution....54
L1. Equipment Delivery and Storage
L2. Removal and Disposal of Existing Equipment & Components
L3. Installation Requirements

M. System Testing....56
M1. Test Procedures
M2. Failure Definitions
M3. Testing Documentation

N. Required Training and Manuals....61
N1. General Training Requirements

N2. Training Programs
N3. Training Materials
N4. Required Manuals

O. Consumables....63
O1. Tickets, reusable media and/or Magnetic-stripe or proximity Cards
O2. Receipts

P. Spare Parts....64

Q. Technical Support and Maintenance Requirements....65
Q1. System Technical Support
Q2. Maintenance Support

R. Warranty Requirements....67

Appendix

Submittal of Technical Performance Specifications

Contractor shall submit in the Proposal Packet the following List of Attachments and Tables and Figures:

Attachment	Description
Attachment A PARCS Proposed Hardware	A list of all PARCS equipment by lane and by Facility required for full PARCS functionality.
Attachment B - PARCS Software Modules	A graphic display listing required software modules or functionality.
Attachment C - Project Milestone Schedule	A sample project schedule format to be used by the Contractor in developing the required Project Schedule.
Attachment D - Connectivity Diagrams	A graphic display of the connections between PARCS devices within a public parking facility and the central server. Contractors may use this attachment to develop diagrams such as a traditional communication diagram that will depict the interconnections between devices in the proposed System.
Attachment E - Substantial Completion Checklist	A sample checklist to be used to certify Substantial Completion.
Attachment F - Final Acceptance Checklist	A sample checklist to be used to certify Final Acceptance.

List of Tables and Figures

Table or Figure Name	Description or Title
Table 1	Existing Parking Facilities Descriptions
Table 2	[Intentionally left blank]
Table 3	LPR Performance Standards

Key Terms and Acronyms Defined

Below is a list of key terms and acronyms used in this document. The list is provided for your convenience and is not intended to be all inclusive. The list is designed to highlight terms and acronyms used in multiple locations throughout the document, terms that may have a specific or special meaning in the context of this document or terms (such as networking acronyms) that may not be commonly used in the parking industry.

Term or Acronym	Definition
Automatic Vehicle Identification (AVI)	A process or system by which a unique access control media (RFID transponder, barcode, etc.) is associated with a specific vehicle or user for the purpose of controlling vehicle access into a parking facility.
NMDOT	The New Mexico Department of Transportation.
Complimentary Time	The amount of time (usually in minutes) a patron has to enter and exit a parking facility without incurring a parking fee.
Event Log or Journal	The central database repository of all System messages and activity. The Event Log or Journal is immutable and maintained in secure database that will record all transaction data allowing the System to properly and accurately calculate, collect, and report revenue. The log will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified.
Facility Management System (FMS)	The Facility Management System or Software (FMS) provides the set of software and hardware components whose functions allow the implementation and control of all PARCS devices, components and activity. The FMS also provides administrative controls, user management, and access security for all software modules and subsystems.
Extended Operations Test	A required test designed to demonstrate, over a period of fifteen (15) consecutive days, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.
Facility Test	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation as a system to include all entry lane, exit lane, all other devices, software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers.
Fail Over	The process by the System sense and automatically switches functionality from a primary to a secondary server or device in the event normal function, power or communications are lost.
Grace Time or Period	The amount of time allowed before the next increment of time is added to the parking fee.
Hot List	A function of the LPR subsystem designed to automatically track and report license plates that have been identified as having a high incidence of exception transactions such as "lost tickets", "credit card declined", etc. or have been identified as "special interest" plates by Law Enforcement Agencies.

Term or Acronym	Definition
ISO-Compliant	A product or service that conforms to the guidelines promulgated by the International Organization for Standardization.
Invalid Ticket	Also known as a 'Stolen Ticket, a ticket is flagged throughout the PARCS as Invalid if it has been removed from the Entry Device without the System detecting a normal entry into the parking facility.
Lag Time/ Grace Period	A preset length of time programmed into the System to allow patrons paying parking fees at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time/grace period would result in the accrual of additional parking fees payable at exit.
License Plate Inventory (LPI)	An automated collection process of vehicle license plates entering and exiting a parking facility for the purpose of calculating parking fees based upon the entry and exit times.
License Plate Recognition (LPR)	The automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying said vehicles and ensuring the proper calculation of parking fees.
Network Operations Center (NOC)	A central location selected by the City from which the City's information technology staff can access the PARCS and trouble shoot system connectivity and local communications' issues between PARCS components and the NOC.
Open Data Base Connectivity (ODBC)	A database standard for data interchange among computer systems that allows compliant database information to be imported into standard Microsoft products such as Excel (spreadsheets) and/or Access (database management).
Parking Access & Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by a parking facility
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane.
System	Parking Access and Revenue Control System (PARCS)
Time Synchronization	A function or service provided by the Facility Management System or Software (FMS) that allows the system clocks for each device on the network to be updated to reflect the time of the master clock. The master clock shall automatically adjust for "daylight savings" time changes. This process allows for proper and consistent fee calculation and event reporting throughout the network.
Transfer Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
White List	A listing populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City guests and visitors.

Term or Acronym	Definition
Uninterruptible Power Supply (UPS)	A re-chargeable battery powered device designed to provide conditioned and stable power to a computer in the event of a loss of incoming electrical service. UPS devices are rated in terms of the length of time they provide service for. The UPS device shall have lightning (surge) protection capabilities and also can be connected to a computer's serial port to allow for graceful power shut down in the event power is lost.
Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
TECHNICAL PERFORMANCE SPECIFICATIONS

GENERAL

This document defines the requirements for a state-of-the-art replacement for the existing parking revenue control system at the City of Santa Fe. The parking access and revenue control system (the System) to be provided by the successful Contractor will be an on-line virtual real-time system centrally-controlled over an internet-based (TCP/IP) control network. The System shall have the ability to improve the parking patron experience by allowing express or ticketless parking transactions. The System will use License Plate Recognition (LPR) as a secondary source for anti-fraud and accountability measure and shall be able to process public parking (with license plate recognition functionality) and non-public parking transactions (without license plate recognition or inventory functionality) involving Barcode tickets, reusable Tokens, ISO-compliant cards (credit/debit cards, value added cards, non-revenue cards, smart-cards, etc.) or Automatic Vehicle Identification (AVI) media such as Radio Frequency Transponders, proximity cards, etc.). The System shall also provide comprehensive monitoring, control, reporting and auditing functionality to provide the City's parking patrons the best possible customer service experience in the most efficient manner possible. To this end, the City desires to use reliable, proven technology for all components of the system while allowing the vendors to propose new and innovative solutions based on this proven technology.

Exhibits or Attachments referenced within these specifications are intended to be samples or guidelines of the documentation to be provided by the Contractor for review and approval by the City's project manager. Drawings and general provisions of the Contract, including any General (and Special, if any) Conditions, shall apply to the work specified under this section. Where a conflict between the content of these specifications and the Contract arises, the provisions of the negotiated Contract shall be controlling. Additional specifications or City standards shall be included by attachment or referenced herein in this RFP.

A. SYSTEM DESCRIPTION

The System provided by the successful Contractor shall be flexible, scalable and modular in design: Flexibility refers to the ability of the City to modify the System and its components to meet its changing operations and facilities (in the majority of cases without additional assistance from the Contractor). A key point of flexibility will be the extent to which the System provided possesses an open architecture design that allows for ease of integration of software and devices from other providers. Scalability refers to the ability of the City to add volume in terms of transactions, devices, or facilities (up to 100%) to meet changing parking demand without significant modifications (other than the additional devices) to the PARCS. Modularity refers to the ability of the City to add functionality to the PARCS (especially to the system software) without causing measurable degradation to existing system functions and customer service. The modular design would allow addition or deletion of capabilities or devices by simply adding them to the Facility Management System software (FMS) resident on the PARCS server and network and installing the appropriate field devices. The scope of the existing parking access and revenue control system will be expanded to include non-revenue or flat-fee access control for non-public patrons (City staff, and service vehicles, etc.) within the existing public parking facilities and all other City-controlled parking facilities where PARCS is installed. The System software shall provide the ability to control all non-public transactions through a Windows-based graphic user interface (GUI) and include control, vehicle count and 'anti-passback' capabilities. Anti-passback refers to access control measures taken to make certain a particular access media (magnetic stripe and or barcode card, barcode, proximity card or other media) may only enter or exit a facility in a prescribed sequence and to eliminate the possibility of multiple entries or exits using the same media without completing a closed transaction which is simply defined as "each media enabled entry must have an exit before re-entry is granted utilizing the same media", after which the system resets the media for another entry/exit cycle upon completion of the first sequence . The successful proposer shall replace existing cashier booths in all three (3) garages with new booths designed to house all PARCS components in a manner that provides full access with ease to all pertinent PARCS components necessary for cashiering functions. The new booths shall be air-

conditioned for heat and cool air and sufficiently spacious to comfortably accommodate an attendant along with all the necessary equipment. The Water Street Lot has a historic building which serves as a cashier booth as well. This building will not be replaced due to historic value and required preservation.

The System software shall control all network functions, shall be network-based and available only to authorized users on the City's administrative network and shall include modules for public parking, non-revenue parking, validations, automatic vehicle identification (AVI) transactions, frequent parker programs, event parking, internet reservation programs, prepaid parking programs, and modules or other functionality as detailed below. The software shall also be able to provide billing capabilities as appropriate for certain functions or user types, such as monthly parking, hotel guest parking, etc. The system software provided may include original vendor-created software applications, third-party software and appropriate integration so that the entire system operates as a seamless whole.

The System shall also provide a robust set of transaction, revenue, maintenance, and management reports that shall include the ability to sort and otherwise manipulate a copy of raw transaction data through the use of filters and other reporting tools. The system shall provide enhanced customer service and payment options for parking patrons, while simultaneously maximizing the benefits (in terms of cost, accountability and efficiency) of system automation.

The entire system shall be connected utilizing a data communications network (with components both unique to the PARCS and shared with the City's administrative network) that will connect all devices, software modules and control workstations. All cabling and data communications devices shall comply with City standards referenced herein and in other sections of this RFP and technical performance specifications.
The parking access and revenue system will be fully integrated and encompass all revenue control devices, data processing, central control, and communications functions throughout the entire City's parking complex.
Items not specifically mentioned or addressed in these specifications that are necessary and integral for a new, complete, and operational PARCS as described herein, in the RFP and the System Definition Document (SDD), shall be provided by the Contractor at no additional cost and as approved by the City's project manager.

B. PROJECT MANAGEMENT AND CONTROLS

The successful Contractor will provide all labor, supervision, project coordination, materials, equipment, services and all other items necessary or proper for, or incidental to, designing, providing and installing a fully functional parking access and revenue control system (PARCS) with the exception to those items marked "provided by the City" elsewhere in this document, providing adequate spares, bench stock providing standard warranty and maintenance services, providing all required training, providing all required user system and maintenance documentation (manuals, plans, diagrams, licenses, etc.), and for a period of three years after the expiration of the standard warranty period of the PARCS, sell to the City for its requirements additional PARCS components in accordance with this specification and Contractor-submitted pricing schedules. The contractor will provide all of the extraneous (non-system related) concrete work such as curbing, back out lane area where applicable, and islands. All painting on the lots such as the pedestrian walk-way striping and the directional arrows will be provided by the City. The contractor shall provide all work necessary to install new islands as necessary for custom attendant booths, equipment mounting which includes all necessary conduits, pull boxes, wiring and related electrical work, system related concrete and trenching. The Contractor, through its appointed project manager and staff, will at a minimum be responsible for the following activities:

B1. Project Management

The Contractor shall propose a qualified project manager to serve as and be empowered to act as its representative in providing on-site project management services throughout the term of the contract. The Contractor shall provide written evidence of the project manager's qualifications and

the appointment of the project manager shall be subject to the City project manager's approval. The City's project manager shall, at his or her sole discretion, grant or deny such approval in writing within five business days. Should the City project manager withhold approval of the proposed project manager; the Contractor shall propose an alternate candidate within five business days of notification.

The Contractor's project manager shall be assigned to this installation and be on-site during all major installation activities. However, for short durations (less than ten calendar days), the Contractor may assign an equally-qualified substitute project manager to fulfill this requirement. If the Contractor requests to permanently change the project manager, this request must be submitted in writing for review and approval by the City's project manager. The City reserves the right to require a change in Contractor's project managers should the City's project manager, at his or her sole discretion, conclude that the Contractor's project manager has failed to be effective, responsive, or cooperative.

For the purposes of these specifications the term project management shall include but is not limited to oversight (monitoring and control) of all installation activities conducted by Contractor employees or subcontractors, coordinating with the City (and its agents, contractors, consultants and concessionaires) on all project-related matters, as well as, coordinating with other contractors working on projects located in adjacent or co-located work areas. The Contractor's project manager shall also be responsible for conducting project meetings (at least bi-weekly and always on-site), providing written minutes of such meetings, providing reports concerning significant events and all work done since the previous meeting and work to be conducted before the next meeting, as well as, providing phasing, scheduling, and system installation documentation or information (in written, graphical or oral format) as requested by the City's project manager and detailed in these specifications and RFP. Lastly, the Contractor's project manager shall be responsible for ensuring all deliverables required in these specifications are true and correct, delivered in a timely manner and updated as required by the City's project manager.

B2. Installation, Testing and Commission

The Contractor shall provide all necessary components for the proper and complete installation of the PARCS specified below, shall schedule and assist in the conduct of system testing and commissioning sessions, and shall provide completed checklists (as approved by the City's project manager) to properly document testing of the system for both substantial completion and final acceptance for each facility, each phase of the project and for the overall installation.

B3. Training & Support

The Contractor shall provide all training required in these specifications in a manner acceptable to the City's project manager. All training and demonstrations shall be overseen by the project manager and coordinated with the City's Parking Division so that there is minimal impact to on-going parking operations. The Contractor must be prepared to conduct training activities during off-peak hours to facilitate maximum participation and reduce staffing costs. The Contractor shall also provide the support functions specified below. These support requirements shall include but are not limited to warranty services, software updates, report development support, the sale of additional components during the standard warranty period and post warranty maintenance support.

B4. Incidental Electrical, Signage and Civil Work

The Contractor shall be responsible for completing all incidental work required for a fully functioning PARCS installation which includes but is not limited to electrical, signage and civil work. This work may involve minor modifications to key access points and circulation patterns within any given facility which meets all applicable codes and regulatory requirements. General plans, specifications and details of this additional Contractor provided work shall be included by contractor as an Attachment to the proposal.

B5. Other Administrative Notes

B5.1. Contractor Parking

The City shall provide the Contractor with parking for up to a maximum of five (5) Contractor or subcontractor vehicles at any one given time. The City shall also provide non-revenue access to delivery vehicles when equipment, consumables, construction waste or other cargo must be delivered to or removed from any revenue controlled work site.

B5.2. Security

The Contractor shall be solely responsible for the security of all equipment components, tools and other property it or its subcontractor chooses to bring on to City property. Until substantially complete the Contractor shall be also responsible for installed components of the PARCS.

The Contractor shall be solely responsible of the physical security of its employees, agents and subcontractors engaged in work on City property as a consequence of this project.

B5.3. Safety

The Contractor shall be solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility shall be promptly reported to the City's project manager. The Contractor must have in place appropriate safety plans, programs and procedures to ensure job safety is paramount.

The Contractor shall ensure that all workers assigned to this project whether employed directly or indirectly by the Contractor or its subcontractors are protected in accordance with all applicable local, state and federal workplace and occupational safety regulations.
The Contractor shall also refrain from creating work hazards for others individuals (such as parking management employees) legally authorized to be within or in proximity to the Contractor's work areas.

C. REQUIRED DELIVERABLES

The City shall require ten (10) business days to review all the test procedures and deliverables. Where corrections are necessary, they shall be made and submitted to the City for approval. A five (5) business day review and approval time shall be allocated for corrections to the deliverable documents. The Contractor shall provide to the City project manager, the following deliverables in a format to be approved by the City project manager:

C1. Project Schedule

Within fifteen (15) days of receiving Notice to Proceed, the Contractor shall develop and submit a detailed cost loaded project schedule, and schedule of values in a format approved by the City project manager for his or her approval. The schedule will be the key document in determining most financial aspects of the project's execution (payments, liquidated damage, incentives, etc.) The project schedule shall include, but is not limited to, an outline of the tasks that must be completed to satisfy all requirements contained in the RFP and contract documents, as well as, the names and responsibilities of all key participants involved in each task. The project schedule shall include completion dates for each task or subtask. The preliminary project schedule and milestones will be attached as part of the contract agreement. Tasks having shared responsibilities that may be outside of the Contractor's direct control or require City decision making shall be included (especially with regard to Phase 1) in the Contractor-provided schedule and the City project manager will assist the Contractor in procuring the necessary information. The project schedule shall be organized by phase or sub phase (corresponding to a parking facility) and shall include milestones (action and date) for each facility and a level of detail down to the individual lane in each facility. If the Contractor requests to run phases or sub-phases concurrently the Contractor shall provide for separate tracking (to the lane level) for the multiple tasks in process.

The Contractor shall provide overall operational completion dates for each phase or sub-phase. The Contractor's failure to meet the milestone dates for the individual phase or sub-phase completion dates shall invoke liquidated damages.

The Contractor's project manager shall be responsible for maintaining the schedule for the duration of the project (with regular updates as required by the City project manager) and will inform the City project manager of significant foreseeable changes to the schedule at least two weeks before the expected event is to take place. Unforeseen changes shall be reported immediately upon discovery. In the event of such a delay the Contractor's project manager shall be responsible for identifying and proposing methods to get the project back on schedule (or to expedite the schedule) and for making appropriate changes to the schedule, as approved by the City project manager. The Contractor's project manager shall also be responsible for communicating any schedule changes (through channels or methods approved by the City project manager) to all parties that may be impacted by the change.

The Project Schedule shall be an integral part of the Contractor's Project Execution Plan (see below) and shall make reference to the major milestones of any other City projects that impact or will be impacted by the System implementation. In regard to the other City-controlled projects, a Risk Management Plan (see below), to be approved by the City project manager and in a format acceptable to the City project manager, shall be provided by the Contractor with the Project Schedule. The Project Schedule shall also be consistent with other components of the Project Execution Plan (Testing Plan, Transition Plan, etc.)

C2. Civil and Electrical Design Documentation

Upon issuing Notice to Proceed, the City project manager will schedule a meeting (on site) with the Contractor in order to review the Civil, Concrete, Signage and Electrical Design Documentation to be submitted by the Contractor. The electrical sub-consultants and electrical subcontractors shall attend. The Contractor shall be prepared to provide detailed information of the physical requirements of the System, how they will be implemented for this installation and the anticipated impact this implementation will have on the City's infrastructure and operations. All electrical and civil design submittals and accompanying shop drawings shall be stamped by a professional electrical or civil engineer registered in the State of New Mexico. The Contractor shall place special emphasis on detailed information for items that might impact the successful completion of Phase 1. Such information and details will include as a minimum the following items:

a) Modifications to existing islands and dimensions of new islands.
b) Replacement and relocation of existing parking attendant booths as appropriate.
c) Data communications and power requirements and work to be accomplished.
d) Requirements to access other areas or facilities to complete necessary work.
e) Pay-on-Foot (POF) device locations.
f) Location and requirements for VMS parking space count system, LED signage, detector loops and components.
g) Location and requirements for red/green status lights at entry and exit lanes.
h) Relevant product cut-sheets not provided with Proposal
i) Temporary power and back-up generator requirements and arrangements
j) Outage notification plans and programs
k) Required environmental or other mitigation plans (such as storm water mgmt., etc.)
l) Planned road or lane closures and traffic mitigating control plans

The Contractor shall summarize their input along with any related City comments and provide a written document memorializing the discussion. Prior to commencing Phase 1 the Contractor shall provide detailed drawings, schematics and descriptions of the items and actions listed above for review and approval by the City project manager.

C3. Project Execution Plan

Within fifteen (15) days of Notice to Proceed, the Contractor shall submit and maintain a project execution plan for approval by the City project manager in a format to be approved by the City project manager. This Project Execution Plan shall detail the equipment, methods, and procedures used to complete the work under the subject Contract and shall include, but not be limited to, the following components:

C3.1. System Transition Plan

As part of the Project Execution Plan the Contractor shall deliver a System Transition Plan for the approval of the City project manager. This document shall detail how the impact to on-going parking operations will be minimized during the system transition period. The System Transition Plan shall include a detailed narrative on how the Contractor plans to insure proper traffic flow and throughput capacity at each facility and at each plaza during each installation phase and accompanying traffic control plans. The plan shall clearly detail the expected roles of the various stakeholders (the City, the parking management company, etc.) in maintaining the highest level of customer service possible. As with all components of the Project Execution Plan, the plan shall be delivered with said document and subject to the City's review and approval process. The City project manager shall have the authority to direct the Contractor to make any appropriate changes. The Contractor shall be responsible for maintaining the plan's content. The System Transition Plan shall be used in other portions of the Project Execution Plan and the Project Schedule.

C3.2. Configuration Management Plan

The Contractor shall provide and maintain a Configuration Management Plan to identify, coordinate, control, and track the change and evolution in versions or configuration of system components or deliverables such as hardware, firmware, software, network, report formats and manuals. The Configuration Management Plan shall be submitted as an integral part of the Project Execution Plan and shall be subject to the same City review and approval process. At all times during the installation the Contractor shall ensure the Configuration Management Plan is accurate and up-to-date. At any time during the installation the City project manager may request that the Contractor's project manager conduct a comprehensive review of the plan's components and revalidate its accuracy.

C3.3. Testing Plan

As part of the Project Execution Plan the Contractor shall submit to the City project manager (in an approved format) a comprehensive Testing Plan that explains in detail how the PARCS components and overall system will be tested for compliance with these specifications. The Testing Plan shall comply with the general guidelines set forth in this document and shall be designed to test all the functionalities provided for in this technical specifications. At a minimum the plan shall initially include a narrative of testing philosophy, procedures and documents to be used. The Testing Plan shall have separate sections for testing during each phase and sub-phase, as well as, an overall final system test. Each section may include appropriate testing goals, descriptive narratives, test scripts and checklists that conform to the requirements of these technical specifications. The plan shall also include graphics (tables, charts, etc.) that will allow the City project manager to easily correlate the testing to individual functionalities. The Testing Plan may be maintained and modified as requested by the City project manager. Copies all applicable testing documentation shall be later added to the plan so it may serve a single resource for all testing documentation.

C3.4. Training Plan

Within fifteen (15) days of receiving Notice to Proceed and as a part of the Project Execution Plan, the Contractor shall deliver a Training Plan that contains a comprehensive discussion on how training will be conducted, evaluated and documented by the Contractor. The Contractor shall provide all necessary training required for the proper operation, maintenance and control of all System functions. The Contractor shall also detail how it will provide training on any third-party software it may choose to provide with the system. In the plan, the Contractor shall describe how

it will document training (at the Contractor's own expense) via the use of DVD, PowerPoint or other media so that the City may use the product for its future training needs. At a minimum the plan shall include samples of training outlines or curricula (to include class content and contact hours), recommended initial or recurring training requirements for each position listed in the specifications, samples of training documents or presentations, evidence of correlation between the training curricula and required manuals, and qualifications of proposed training staff.

C3.5. Risk Management Plan

Also as part of the Project Execution Plan, the Contractor shall provide a Risk Management Plan that enumerates potential risks to successful project completion and recommended counter measures to overcome them. The nomenclature used in the Risk Management Plan shall be consistent with the terminology used with the Project Schedule and other deliverables. The Contractor shall detail contingency measures it plans to adopt should such problems occur. The Contractor must show evidence it has pre-coordinated these contingency plans to the extent possible and has identified all required resources. The City project manager shall have the same review and approval authority over the Risk Management Plan as the Project Execution Plan.

C4. System Definition Document (SDD)

The Contractor shall submit a System Definition Document (SDD) for approval by the City project manager (in a format to be approved by said project manager) within thirty (30) days of Notice to Proceed. The SDD shall provide detailed descriptions of the philosophy, process and components the Contractor plans to provide in order to deliver a system that satisfies the requirements of these specifications. At a minimum the document shall contain written and graphic information detailing the organization of the component parts of the entire PARCS to include all functional software, hardware, and firmware modules, subsystems, interfaces or components, as well as, all reports, and other required system documentation. The SDD definition shall also discuss the service components (maintenance, training, etc.) required under these specifications.

The Contractor shall place particular emphasis on methods it will employ to implement functionalities such as non-revenue employee parking card processing, value-added (declining balance) card processing, non-revenue card processing, and automatic vehicle identification (AVI) processing, a comprehensive validation system, the License Plate Recognition (LPR) system, frequent parker programs, the Internet Parking Reservation Program, etc.

The document shall also detail, by the use of narrative descriptions, equipment specifications, drawing or diagrams, the system's network architecture, the methods to be employed for revenue reconciliation, special audit features, system reliability, redundancy and recovery features (for the overall system and system data) and any other relevant details including information the Contractor may have already included in other submittals.

The SDD shall be considered a 'living document' and shall be updated by the Contractor as the installation progresses. The City project manager shall review and approve all components of the document and no component or functionality may be installed unless it has first been included in the SDD and approved by the City's project manager.

C5. Recommended Spare Parts and Consumable Lists (with Pricing)

C5.1. List of Recommended Spare Parts and Five-year Price Schedule

The Contractor shall provide a document detailing required or recommended stocks of spare parts, components and subcomponents. At a minimum, the list should contain devices, components, and subcomponents so that there is at least one (1) complete device or ten per cent (10%) redundancy for each specific type of entry, exit, fee computer or pay-on-foot PARCS device. Computer hardware and software spares will be established separately by the City and will not be included in the ten percent (10%) guidelines. Additional guidelines on spare parts requirements are provided below.

The Contractor shall also provide set unit pricing for each type of device and component on spares list submitted by Contractor as an attachment to the Proposal. Pricing shall be listed by year for each of the five (5) years after the standard warranty expiration date. The pricing for the initial installation or the initial year (whichever is less) shall be used for any additional devices (in addition to those required below) purchased during the installation phase (prior to final acceptance or the end of the Contract whichever is later).

C5.2. List of Recommended Consumables and Price Lists

The Contractor shall provide a price list for all consumable items with pricing valid for one year after Notice to Proceed. Where possible the Contractor shall provide alternate sources of approved consumable items and certify that use of these items will not void any written or implied warranty.

C6. Demonstration Software

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide demonstration software (along with all necessary equipment) for all applications and interfaces that will be used to operate the System. This demonstration software shall simulate user interaction with the various components of the System. At a minimum the software package shall demonstrate user interaction with all field devices (Entry and Exit Lane Devices, Pay-on-Foot Devices and Special Purpose Fee Computers) and interaction with the facility management software system, to include but not limited to control of field devices, manipulation of the parking space count system, use of the system reports menus, use of the license plate recognition (LPR) subsystem, and the operation and control of all other software modules identified below.

C7. Sample Reports

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide a representative sample of each report it plans to provide in response to the reporting provisions contained in these technical specifications. The City project manager shall review and approve this deliverable product in accordance with the guidelines for all other deliverables. The City project manager may ask to Contractor to validate whether a report meets the specification requirement and may request changes in formatting or presentation. An acceptable method of delivering this product would be to integrate it with the demonstration software deliverable.

C8. Maintenance Plan

Within fifteen (15) days of Notice to Proceed the Contractor shall provide a Maintenance Plan for review and approval by the City project manager. Maintenance Plan shall include discussions regarding the maintenance services to be provided by the Contractor during the installation and warranty period. The Contractor shall detail how it will provide these services on a non-interference basis with on-going installation activities. The Contractor shall also detail how it plans to train and interface with the City's parking revenue control system technician. The Maintenance Plan will also differentiate between the Contractor's responsibilities during the warranty period and the Contractor's involvement after the warranty period. The plan shall also draw distinctions between which services shall be considered warranty repairs and which service shall be considered routine maintenance.

Contractor shall maintain all systems and equipment provided under contract from system start-up to Final Acceptance. Contractor shall perform emergency repairs due to defective equipment, materials or workmanship, which are required to prevent damage to adjacent property or injury to persons, at Contractor's sole expense, as soon as practicable, upon notification by City. Maintenance, and support services after Final Acceptance shall be part of the base 1- year warranty.

As an optional key component of the plan, the Contractor shall include a proposal for providing contracted maintenance support services with pricing for three years after the end of the warranty period. The proposal shall be based on scope of services in section 1.17 Technical Support and Maintenance Requirements but the final scope is to be negotiated by the two parties. The plan

may provide recommended coverage and staffing options designed to meet the specific needs of the installed system if these differ from those provided for below. The City project manager shall review the contents of the plan and if necessary, request that the Contractor make corrections or clarifications. The particulars of maintenance service agreement proposal shall be negotiated separately if accepted by the City.

D. EXISTING CONDITIONS

D1. Project Site Conditions and Work Locations (Parking Facilities)

During the last Fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three parking garages and one surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Convention Center	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	1

D1.1. Convention Center Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

D1.2. Sandoval Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

D1.3. Railyard Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

D1.4. Water Street Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and used for daily, hourly, monthly and pre-paid parking.

D2. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

E. PROJECT PHASING

E1. Phase One (1)

The project shall commence with a test bed installation at the Railyard Parking Garage. This facility is currently used for public and City employee parking. Once the lane devices and any network or communications infrastructure and all incidental work to ensure a fully functional PARCS_system has been installed and tested to the City's satisfaction, the remainder of the project may continue. The Contractor shall install a network switch controlling the devices in this facility and providing connectivity to the central server(s) to be located in the City's network operations center. The Contractor shall also deliver the required spare network switch at the conclusion of Phase 1. All networking installation tasks shall be conducted under the guidance of the City's network management staff. This connectivity to the central system server shall be accomplished via a fiber optic connection or other method approved by the City's Information Technology Officer.

During and after installation, the Contractor shall ensure the maintenance of positive revenue control. The reporting of existing devices to the central server(s) shall not be impacted adversely by the installation of the new devices. The failure of the Contractor to reach substantial completion (in accordance with the approved testing plan) within the allotted period of time may lead, at the sole discretion of the City, to the imposition of liquidated damages. The Railyard Garage Full Functionality including LPR shall be completed within or before thirty (30) calendar days from the date the contract is signed. It is understood that the recognition capability of the LPR system will reach 95% accuracy by the end of the Railyard Garage installation. Full recognition capability (99%) will be reached by the end of Phase 2.

In addition to the installation of all PARCS devices the Contractor shall, at no additional cost to the City, supply all labor, services, personnel, and equipment, necessary to provide a fully functional parking space count system with individual floor status dynamic signage. The Contractor shall also provide a dynamic space availability sign at the garage entrance to convey parking vacancy information (from the count system) to public parking patrons prior to entering the parking garage structure.

E2. Project Phase Two (2)

The second phase of the project shall only commence when the Railyard (Phase 1) Facility Test is successfully completed and when the City has decided to proceed with the remainder of the installation. However, at the City Project Manager's sole discretion the Phase 2 work may be authorized to begin.

The second phase shall be subdivided into several sub-phases (one for each remaining garage). However, at the sole discretion and approval of the City's Project Manager the other sub phases may be conducted concurrently with each other. During the last sub-phases of Phase 2 the Contractor shall continue to install the requisite components in each of the public parking facilities and the devices and components in these facilities shall be connected to the central server or group of servers as appropriate to achieve full PARCS functionality. The installation of the PARCS shall run concurrently with the existing revenue control systems without any impact on the City's parking operations.

Concurrent with the installation of lane devices the Contractor shall install workstation/s in the appropriate locations as identified by the City. Such installations shall be conducted under the supervision of City personnel and comply with both these specifications and the applicable City

standards. In accordance with the Testing Plan, the Contractor shall demonstrate that all transaction data elements from all devices (including LPR data) will be captured by the Contractor's FMS and that the City can exercise proper control and monitoring of the devices in each facility. The system data and the control and monitoring functionality shall be available to the authorized users in virtual real time via a Windows-based GUI available from any workstation on the PARCS network or the City's administrative network. Use of the FMS software shall not degrade the operation of other applications resident on the workstation nor prevent the user from using more than one application at a given time.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in turn would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the

City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non- proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS

communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (10) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of

software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document. It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, the City's cashiering and financial system, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.

Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If' analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for designated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. The Contractor shall include a full description of the design and function of this module in the System Definition Document.

F5.5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5.6. Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality

including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5.7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or magnetic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability designed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. AVI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options. The LPR process control module shall assist in the capture, processing and matching of LPR images.

F5.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

F5.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

F5.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow

access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

F5.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

F5.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and

store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's design shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parking entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED sign for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information signs and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and design to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt

printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements. "Red/Green lane status signs shall convey lane status information such as, whether the lane is open or closed. Where appropriate these signs shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED signs and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the sign or to the device controlling it. Certain device malfunctions shall result in an automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED sign proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron

Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable of receiving input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be designed so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge. Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

F8.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the magnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction information, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

F8.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.

The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SDD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe configuration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required configuration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15 seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be configured in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be configurable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).

The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: "*PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD*" or similar patron instructions as approved by the City and to be placed in accordance with the City's guidelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distinguish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1. Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.
Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through

unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media format) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when configured for public patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine

hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be configurable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data. Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9.6. Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9.7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

F10. Special Purpose Fee Computers

F10.1. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly configured workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

F11.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets if left in the POF after a user-defined timeout period.
Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

F11.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

F11.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's Chief Information Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems

operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be configured in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server

system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software configuration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, configure, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch configurations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.

All network switch installations and configurations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.1. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and configure one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

F18.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G. REPORTS AND REPORTING CAPABILITIES

G1. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF **or** CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If" analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue information in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-

designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.6. Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices / components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the report package).

G3.7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees). This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report designed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report designed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H. REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System

Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H1.1. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane configurations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be configured in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall be routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be configured so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

H1.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no foreign object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

LPR Task	Requirement
Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

***Note**: During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

H1.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

H1.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

H1.5. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

H1.5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

H1.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

H1.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or attempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

H1.7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

H1.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or levels of all public parking

facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.

It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count signage, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem design features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count signs associated with the Parking Space Count Subsystem. These signs shall include 'monument' or 'scoreboard' signs at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status signs for each area, floor or level to be controlled by the subsystem. All signs provided as a part of the Parking Space Count System shall

meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for signage of this type. At a minimum, signs shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of signage submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project. The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation subsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

H5.1. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program. The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must

include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

I. SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one

sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be designed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be designed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

I1. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

I2. Accuracy Standards for Devices and Data

Ticket processing or Magnetic-stripe reader devices will have a ticket read or card read accuracy rate of 99.999% (assuming all unreadable (mutilated, blank or foreign) tickets or damaged cards are excluded).

Fee calculation accuracy for all devices that perform fee calculations will be 100% (assuming complete entry and exit information is available).
Data transfer (data received, validated and accepted by the FMS from devices or subsystems) accuracy will be 99.999%.

Transaction count accuracy for each device (transactions processed compared to transactions posted to the FMS system journal or event log) shall be 99.999% for all lane devices and POF devices.

Exception count accuracy shall be 99.999% (exceptions noted at the device compared to exceptions reported to the FMS).

Revenue amount accuracy shall be 99.999% (amounts calculated at the device, and where appropriate posted to a local audit trail, compared to amounts posted to the FMS system journal or event log). Revenue reconciliation and data transfer for credit card or AVI transactions shall also be 99.999% accurate (assuming all source data is complete and communications devices operate nominally).

License Plate Inventory (LPI) handheld device accuracy shall be 99.999% (plates entered compared to plates transferred to the LPI database).

LPI database match accuracy shall be 99.999% (assuming correct cashier and LP inventory input).

License Plate Recognition (LPR) will capture and accurately decode all characters on no less than 99% of all license plates, and accurately decode 95% of captured license plates at n-2 characters. That is to say 95% of plate captures shall have no more than two misread characters for all legible plates, excluding half height, encroached and obstructed characters. License Plate Recognition

(LPR) match rate shall also be no less than 99% after a validation process is applied (manual processing). Additional LPR standards and requirements may be found in the LPR subsystem discussion in Section 1.8 above.

Parking space counts for any individual area, floor, or lot shall be no less than 98% accurate (FMS display count compared to manual or LPI count). Counts for an entire facility shall by 99% accurate provided the system is reset on a nightly basis.

FMS system event log or journal reporting accuracy will be 99.999% (information stored in the system journal compared to information posted to system reports).

All credit/debit cards will be processed within an average of four (4) seconds from the time data entry is completed. However, it is understood that the processing time measured at the time the credit card is inserted and response from the clearing house is received, is dependant upon the network and communication link which is used for processing and relies on the clearing house provider.

I3. Additional Accountability Measures

For accountability purposes, the Contractor shall design the System to maintain no less than three separate count processes. These count processes shall be monitored by the FMS and be available in appropriate transaction reports. Lane Counters shall be used and shall be incremented whenever a vehicle is detected passing the detectors in proper sequence. A separate transaction counter shall be maintained that will be incremented each time a transaction been completed. Each device collocated in a single lane shall be capable of maintaining and report separate transaction counts. This count requirement shall also apply to PARCS devices not located in entry or exit lanes. Each barrier gate shall also have internal count capabilities to increment the count by one when the barrier gate arm lowers to the closed position. All counters shall be non-resettable and shall report the counts locally and the FMS. The Contractor may also be asked to provide mechanical counters in each gate to server as a cross check with the electronic count.

J. MODES OF OPERATION – NORMAL TRANSACTION PROCESSES

The PARCS will allow access to the controlled parking facilities to the various types of authorized users in the proper sequence of events. Failure of the patron to follow the prescribed sequence of events shall cause an appropriate response from the PARCS (ranging from system alarm to device disablement). The various types of non-normal or Exception Transactions required for this system are detailed in the next section. All public parking transactions (except Valet) shall commence with a License Plate Recognition (LPR) verification process. Non-public transactions shall not include this process and lane devices and the FMS software shall allow for this different processing mode The types of users include public parking patrons (using ticket-based, credit card in/out, prepaid AVI processes) and service vehicles or employee parking patrons (using validations, prepaid cards, non-revenue access cards or AVI media).

J1. Ticket-based Public Parking Normal Sequence of Events:

This process is envisioned as the most common sequence of events including the majority of short-term and long-term parking transactions.

At entry, the patron shall be issued a magnetically encoded, "credit-card" size and human-readable ticket upon depressing the appropriate button on the face of the entry lane ticket device. In no instance shall a ticket be issued by the ticket issuing device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device).

Once the ticket is removed from the throat of the entry lane device, the device will issue an "open" command to raise the barrier gate in that lane. The entry lane device will be disabled (unable to issue another valid ticket) until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close

automatically. In all cases, the LPR subsystem shall record the entry license plate information (post-capture is acceptable) and associate this data with the ticket information. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. Once the vehicle enters the facility and the barrier gate is lowered the entry lane device will be reset and be available for use.

At exit, the patron may process the issued ticket in several ways. In all cases the LPR subsystem shall perform a license plate image capture and match it to system's license plate information. The patron may surrender the ticket to an attendant for processing by a cashier, the patron could insert the ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit card out), the patron could insert a validated ticket issued by a pay-on-foot device (as defined below) or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). In all instances the patron will be provided information (using a fee display or video terminal) on the fee amount owed before and after any validations or discounts. The ticket shall be marked in a manner to make it unusable within the PARCS and retained within the device. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been collected (to include any lag time violation amount) and a receipt issued (if required) the barrier gate will vend disabling all transaction processing equipment located in that lane. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than a device attended by a cashier) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active.

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any System workstation with access to the FMS software. The data includes, but is not limited to, transaction type entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment tender type (cash, credit/debit card, etc.), device identification number, and lot or facility identifier (name, number and/or code). Entry and exit devices (or lane controllers) shall also be able to update other modules or subsystems (such as the parking space count system) and to report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.).

J2. AVI-based Public Parking Normal Sequence of Events

This process shall be used in order to implement special functionalities such as the prepaid parking, employee discounts, commercial ground transportation processing.
At entry, the appropriate access-media reader will detect the presence of an authorized user. The reader devices used may include radio frequency (RF) antennas designed to detect transponders, or may be the same entry terminal described in the section above which may also be used to accept and process ISO-compliant, magnetic stripe and or barcode non-revenue, frequent parker, or value-added cards.

"Anti-passback" refers to a system by which the device or FMS tracks the location of a particular vehicle by tracking whether the associated user access media is currently in or out of the system. The anti-passback feature shall be user settable to allow transactions to proceed (soft lock) or not

allow the transaction to proceed (hard lock) if a violation occurs. Any transaction shall be said to be in sequence if the access media read is noted in the system as being eligible for ingress or egress. In the hard lock mode access media coded as 'in' shall not be allowed access and those coded as being 'out' shall not be allowed to exit.
Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify the anti-passback status of the user and if valid, issue an "open" command to the barrier gate. The license plate recognition (LPR) subsystem shall capture and record the license plate information for each transaction and associate said information with the transaction sequence number assigned by the AVI device. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the appropriate access-media reader would again detect the presence of an authorized user. Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify anti-passback status, capture and match the LPR data and if all information is correct, issue an "open" command to the barrier gate. However, in the unlikely event that such credential used at exit was used at entry in an offline mode the status (present or not present) of this credential could not be checked when both devices (entry and exit) have not been online between the entry date and time and the exit date and time, All other lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to an attended lane or assist in processing the transaction. Once the vehicle exits the facility and the barrier gate is lowered the lane devices and readers shall be reset and be available for use.
All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in real time at any workstation with access to the FMS software.

The data includes, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system) and report system exceptions (vehicle "back out", bad reads, broken gate arm, etc.).
A billing module provided by the Contractor may be used to calculate fees owed by an authorized user or group of users and generate invoices as required. Additionally, transactions involving processing by a third party may be reported via the appropriate clearinghouse interface in real-time or in batch (as agreed by the parties involved). This functionality need not be active until such time as the City makes appropriate arrangements with the agencies involved. This functionality needs to be discussed and defined between the contractor and the City before any interface development can commence.

The system will also maintain a server-based anti-pass back capability to deter the use of one access media for multiple entries or exits. Business rules, determined by the City, and

programmed into the system will determine what action is taken for incomplete transactions (where the entry or exit transaction data is not available). An FMS workstation user with proper security access shall have the capability of resetting the anti-passback status of a particular user via suitable interface. Such resetting may occur as result of newly issued access media or system malfunctions and shall be noted by an appropriate entry in the System Event Log or Journal.

J3. AVI-based Non-Public Parking Sequence of Operations

Non-public parking patrons will include service or public safety vehicles, City employees and City tenant employees with access to parking facilities. At entry, access to the parking facilities (including public and non-public) would be similar to that for public parking users except that fees calculation may differ. While a transponder-based system may be used in this application the City would prefer a proximity cards solution. Transaction will either be non-revenue for service and City vehicles, and prepaid flat fee or declining balance for City and tenant employees.

At exit, the processing of non-public transactions will again be similar to public transactions. Business rules, determined by the City and programmed into the system (field programmable), would allow for different actions for different types of exception transactions and different types of users. An exception transaction is one that does not follow the normal sequence of events. Exit may be allowed automatically for service vehicles (especially emergency vehicles) without the need for attendant intervention. The exception process parameters for the different types of users should be a group function common to all cards or records of a particular type (emergency, employee, service, etc.).

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any workstation with access to the FMS software. The data may include, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system or billing module) and report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.). As noted above, exception transactions may be treated differently for service vehicles and prepaid City employee patrons. All such exception transaction shall be immediately reported to the FMS even if egress is granted automatically.

J4. Credit/Debit Card-based Transactions Sequence of Events

This process shall allow the implementation of express, self-service, ticketless public parking using LPR functionality as the main accountability and anti-fraud tool.

The patron shall insert an approved ISO-compliant credit/debit card into the reader on the face of the entry lane ticket device. The entry lane device shall only accept the card when the arming traffic loop detector senses the presence of a vehicle (in the proper sequence). In no instance shall a credit/debit card be accepted by the entry lane device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device). The reader in the entry lane device shall read the information on the magnetic stripe and or barcode and check the validity of the card in virtual real-time. All credit/debit card validity checks shall be on-line unless there is a loss of network communications in which case off-line validity checks will suffice until network communications have been reestablished. Upon verifying the patron card account (either on-line or off-line) the reader (or a lane controller) will issue an "open" command to the barrier gate. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position.

Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the entry lane device

and alert an attendant so assistance may be provided. If the reader should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the patron may use a credit/debit card in one of two ways. The patron may surrender a credit/debit card to an attendant for processing by a Cashier Terminal, or the patron could insert a ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit/debit card out), Alternatively the patron could insert a validated ticket issued by a pay-on-foot device or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). Lastly, the patron could insert a valid credit/debit card (either the same card used at entry or another valid card) into the exit reader for processing.

In all instances, the patron will be given information (using a fee display or video terminal) on the fee amount owed. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been charged (to include any grace period or lag time violation amount) the barrier gate will vend or open disabling all transaction processing equipment located in that lane. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than an attended Cashier Terminal) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device.

When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active. Also see Section 1.8.4, Credit/Debit Card Processing Subsystem for additional technical details.

J5. Valet Parking Transactions Sequence of Events

The City has not yet determined how it will implement Valet parking functionality within the new PARCS. The process outlined below illustrates the current sequence of events. The Contractor shall propose Valet functionality that shall be capable of processing these types of transactions and are also encouraged to suggest alternate and improved processing functionality.

Valet parking patrons enter the Domestic parking garage at a special entry lane on Level 4. This lane is uncontrolled and does not have the typical layout and controls (loops, detectors, etc.) found in other public parking entry lanes in this or other facilities. Patrons turn over vehicle keys to the Valet attendant who in turns conducts and documents a brief vehicle inspection. The attendant confirms the results of the inspection with the patron then provides the patron a claim ticket and pickup instructions. Upon assuming control of the vehicle the patron is shuttled to the appropriate terminal and a system parking ticket is manually generated using a Fee Computer (no Ticket Issuing Machine is installed).

Upon returning to the City, patrons are be shuttled back to the Valet parking facility. Vehicle keys are retrieved and delivered and parking fees are calculated using the same Fee Computer used to generate the ticket.

The patron then exits via an uncontrolled exit (not configured like a typical exit lane).

K. EXCEPTION TRANSACTIONS

Exception transactions shall be defined as all transactions that do not conform to the normal sequence of events at entry or exit. The Contractor shall provide a System with the functionality to properly identify track and react to such exception transactions subject to the approval of the City project manager.
The Contractor shall provide the process of handling each exception transaction in the System Definition Document. The City may require supervisory intervention before processing any exception transaction at a lane. This shall be a field-settable user option that may be implemented globally for each type transaction through the System's facility management software. Appropriate visual and audible alerts shall be generated at all workstations.

The System shall be capable of generating appropriate report detailing exception transaction data for a user-defined period either automatically or on demand. All exception transaction information (including LPR details and images) shall be retained in the System for reporting purposes. Furthermore, the System shall be able to identify certain repeated exception transactions (Lost Ticket, Swapped Ticket, Insufficient Funds) as instances of abuse and use the System LPR functionality to generate alerts or other appropriate action when the flagged vehicle attempts to enter or exit any parking facility.
At a minimum, the System shall be capable of handling the following exception transactions:

K1. Lost Tickets

A lost ticket exception occurs when a patron arrives at an exit lane and informs the parking management company by using the intercom that he or she has lost the parking ticket, the System shall be capable of automatically verifying the vehicle's license plate using the System's LPR functionality shall be used to process the transaction at the exit device to calculate the parking fee due. If the LPR subsystem is unable to automatically match the license plate information, the LPR subsystem shall provide no more than two options for an attendant to review. Regardless how the transaction is processed, lost tickets shall be rendered unusable (only if a license plate match was found) in the System. If no matches are available, it shall be possible to process the transaction in whatever manner is appropriate for the City (i.e., charge a standard lost-ticket rate). It is the City's desire that Contractor's propose solutions that will allow the processing lost tickets at unattended lanes and for processing tickets lost after fees have been paid at a POF.

K2. Insufficient Funds

An insufficient funds exception occurs when a parking patron is unable to pay upon exit. The System shall allow collection of patron information such as name, address, vehicle, etc. in order to facilitate collection efforts. The System shall be capable of maintaining a password-protected log of patron identification data and collection actions (such as demand letters sent, waived fees or legal action taken which is not generated by the PARCS system) using data provided by the parking management operator. The System shall allow any authorized user to maintain this database and shall record all access and changes to the database in the System Event Log or Journal. This option is not an automatic PARCS function, but rather, at City's sole discretion is available to be activated by master password control.

K3. Invalid Tickets

An invalid ticket occurs when parking patron arrives at an entry lane removes the ticket generated by entry lane device then departs without entering the facility. Through the use of LPR functionality the System shall allow the parking management company to differentiate between actual invalid tickets and those caused by loop errors. When an invalid ticket condition is detected by the entry lane device it shall report the exception throughout the System. The System shall render the ticket unusable at any System device.

K4. Back outs (At Entry)

A back out occurs when a patron attempts to enter the facility, fails to remove the ticket issued by the entry lane device, and then backs his or her vehicle out of the lane. System will have the functionality to identify and track these events as well as automatically retract the ticket and void

the ticket once the vehicle is no longer detected. The time period elapsed before the ticket is retracted by the entry lane device shall be user definable and field-settable. Retracted tickets shall be captured in a bin internal to the entry lane device for later collection. Once the ticket has been retracted the entry lane device shall notify the System and reset itself. An appropriate entry shall be made in the System's Event Log or Journal.

K5. Unreadable (Mutilated, Blank, or Foreign) Tickets

The system shall deem a ticket unreadable if the magnetic stripe and or barcode cannot be decoded by the exit lane device. LPR functionality shall be used to determine the appropriate parking fee at exit. In the case of an unreadable ticket in an express exit lane the parking patron shall activate the intercom and contact the parking office. The supervisor would be able at a workstation to look up the transaction based on the LPR information and remotely process the exit transaction. This functionality requires that both units: the exit device and the workstation are online. In the case of POF transactions the patron shall be directed to the nearest attendant. The process of handling these exception transactions shall be discussed within the System Definition Document. It is the City's desire that Contractors propose solutions that will allow the processing unreadable tickets at unattended lanes.

K6. Swapped Ticket

A swapped ticket occurs when the entry information on the ticket presented by a patron does not match the LPR data associated with that ticket in the System. LPR functionality shall be used to determine the correct parking fee. The process of handling swapped ticket transactions shall be discussed within the System Definition Document.

K7. Cancelled Transaction

A cancelled Transaction can occur in several different ways. At entry, the patron may insert his or her credit/debit card into the entry lane device and then decide not to enter the facility. In this case the system shall cancel the credit/debit transaction. At exit, the patron may similarly decide to back out of the exit lane after inserting a ticket or credit/debit, pressing a cancel button, or failing to confirm a charge amount. In this case the ticket shall be returned to the patron and may be reused at a later time or the credit/debit process will be aborted. The process of handling cancelled transactions shall be discussed within the System Definition Document.

L. PROJECT EXECUTION

L1. Equipment Delivery and Storage

The Contractor shall not ship any system components without the prior written approval of the City project manager. The City, at its sole discretion, may require the Contractor to demonstrate the efficacy of the proposed system by means of a limited factory test. This test shall be conducted in accordance with a testing requirements and performance standards contained in these technical specifications. Neither the City nor its agent(s) shall accept delivery of any system components until such time as the particular component has been finally accepted in accordance with the provisions of Section 1.13 below. The Contractor shall be solely responsible for the care, custody and control of all system components, installed or otherwise, until such time as final acceptance for each phase has been achieved.

The Contractor shall be responsible for securing long-term storage unless the City project manager determines it is the best interest of the City to provide such storage. For those items that will be installed immediately upon delivery, shipment directly to the City work site is acceptable but all other equipment shall be delivered to the authorized storage site. Equipment or materials not actively being installed shall not be housed at the City for extended periods. The Contractor shall coordinate with the City an acceptable arrangement for short-term storage of items at the City.

The City shall make reasonable efforts to provide suitable short-term (60-day) storage or staging space that may be reasonably required, for the system components required by these specifications and the Contractor's System Definition documentation.

L2. Removal and Disposal of Existing Equipment & Components

L2.1. Removal

The Contractor shall be responsible for removal of all existing field devices or subsystem components that are uninstalled or otherwise not reused in the course of the installation. Unless otherwise directed by the City's project manager, the Contractor shall also remove any temporary equipment installations and ancillary installed elements (signs, barricades, etc.) that may be required for safety, security or patron information, in order to comply with the provisions of these specifications and the Contractor's system design. The City's project manager shall provide final guidance on items (such as inductive loops) that may be abandoned in place. All areas where items have been removed will be restored to their original condition (by way of patching, painting, or other measures) or to a condition suitable for safe use by the public and befitting the appearance standards of the City. The City project manager shall provide additional guidance on such restoration actions.

L2.2. Disposal

The Contractor shall deliver all removed field devices or subsystem components in a manner that conforms with applicable federal, state, or local law, regulations, ordinances and guidelines concerning safety, the environment or other such applicable provisions to a location or locations (on City property) to be identified by the City project manager. The City shall retain ownership of all equipment to be disposed and the cost of such relocation will be included in the Contractor's pricing. No disposal actions shall be taken without the prior notification (at least three business days prior) of the City project manager.

The Contractor shall be responsible for identifying, clearly marking and otherwise render safe any hazardous materials that may require special disposal procedures. Should off-site disposal of hazardous materials be required the Contractor shall propose the appropriate method of disposal for review by City project manager. The City's project manager shall make a final determination and shall instruct the Contractor the manner of disposal. Such specialized disposal procedures shall be deemed additional work and the City's project manager shall make the final determination on whether the item or items are disposed by the Contractor, or by another party.

The City shall retain the right to determine which equipment devices or components it desires to retain and the Contractor shall at no additional cost segregate such items and relocate them to an appropriate on-City location as determined by the City project manager. The Contractor shall notify the City project manager at least seventy-two (72) hours before equipment is removed from the field and disposed of, thus allowing the City an option to salvage components from the existing system.

During the transition period and while the existing system is still operational the Contractor shall ensure that any removal or disposal actions recommended or taken will not adversely impact the proper operation of the existing system

L3. Installation Requirements

All components installed in exterior locations shall be contained in housings appropriate for operation in environmental extremes common in the area of San Francisco International City. Components installed in cashier booths or other interior/exterior locations shall also be suitably protected for operation in these structures.

Environmentally sensitive electronic equipment designed to operate in conditioned spaces shall be placed in appropriate facilities provided by the City. The Contractor shall be responsible for any additional conditioned areas other than those provided by the City and shall be responsible for any environmental control measures that may be required within individual device housing (heaters, thermostats, air conditioners, dehumidifiers, etc.).

The Contractor shall be solely responsible for the security of all equipment installed or stored on City property during the duration of the Project. The Contractor shall replace all equipment, at no

additional cost to City that has been deemed by the City project manager to be damaged by vandalism, improper handling or any other cause. The Contractor may propose remedial action for minor damage (such as paint scratches or chips) to the external appearance (having no effect on functionality) and the City Manager may approve such action if deemed appropriate. In all cases any remedial or reconditioning actions taken shall bring the equipment or component back to a condition suitable for new, first quality equipment.

All cabling installations between system devices shall conform to the manufacturers' recommendations, these specifications and the appropriate City standard for the given cable type (fiber optic or copper). Appropriate conduit and inter-duct shall also be provided by the Contractor for each cable run. The Contractor shall conduct any required cable testing and submit test reports to the City project manager in the appropriate format. The type of cable or wire used shall depend on the total linear distance of the cable or wire run. For all distances less than three hundred (300) linear feet Category 5/5E networking cable may be used. For all run distances greater than three hundred (300) but less than one thousand eight hundred-four (1804) linear feet multi-mode fiber optic cable shall be used. Single mode fiber optic cable shall be used for all run distances greater than one thousand eight hundred-four (1804) linear feet. Hybrid fiber optic cabling shall be used whenever appropriate. The Contractor must request approval from the City project manager for any deviation from these guidelines.

L3.1. Equipment Mounting

All equipment shall be mounted in a safe and effective manner within appropriate housings or protective coverings as described in the Contractor's System Definition deliverable to be approved by the City project manager. The housing or protective devices shall be secured in manner that conforms to applicable code requirements and industry best practices. All device or component housings, junction boxes, pull boxes and cabling cabinets shall include locking doors designed to protect the device or cabling from the elements, tampering or other damage. Protective devices such as bulwarks or bollards shall be placed in manner that does not impede proper access to device components. Cables shall be neatly dressed with appropriate service loops inside the device housing or cabling enclosure in manner that allows ease recognition of component markings, does not impede the function of components or unduly restrict airflow within the housing or cabinet. Where multiple components are contained within the same housing or cabinet the Contractor shall provide shelving or preferably sliding trays to insure proper access to the components. To the extent possible, all housing and cabinets for similar devices or components shall be configured, cabled and identified in an identical standardized manner.

All data and power connections shall conform to the appropriate national, professional and local (including the City) standards or codes. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device. All connections will be labeled with nomenclature identical to that provided with the Contractor's system documentation. Surge and lightning protection shall also be provided by the Contractor for all sensitive communications components or devices in a manner befitting the conditions typical at the City.

L3.2. Equipment and Cabling Identification

All cabling, components, and cabinets shall be permanently identified in a manner that allows for easy recognition and servicing. The identification scheme shall conform to City standards (where applicable) and each device or component shall be marked with a unique serial and or part number that shall correlate to the maintenance documentation provided by the Contractor. Where the Contractor's maintenance documentation deviates from City standard the City project manager may require the Contractor to change its identification scheme. Markings shall be permanent and easily legible with the unaided eye from a distance appropriate for the installation or servicing procedure being performed. Marking shall not deteriorate with age, exposure to light, or from normal handling by maintenance personnel. The markings on the cables, switches, panels, termination blocks and connectors shall conform to the appropriate City standard for the particular cable type or transmission requirement. In all cases safety shall be paramount and the Contractor shall be responsible for

identifying and recommending to the City project manager any deviation from the appropriate standards that would enhance the safety of individuals or property both during and after installation.

M. SYSTEM TESTING

The Contractor shall submit a Testing Plan for approval by the City project manager in accordance with the deliverables guidelines contained in these technical specifications. The Contractor Testing Plan shall demonstrate the methods that will be employed to verify that all hardware, software, firmware components and associated documentation are installed or delivered in accordance with the requirements of these specifications and the instructions of the City project manager.

The Testing Plan shall include detailed test descriptions for each type of test to be conducted in each phase of the installation. Such narrative descriptions shall include appropriate cross-references to these specifications that will allow the City project manager to readily verify the functional requirement being tested. The Contractor shall include in the test descriptions specific outlines enumerating the System functionality being tested each testing process, all testing assumptions, any limiting factors and their impact on test validity The Contractor shall propose testing schedules and locations for approval by the City project manager. The tests shall be conducted by the Contractor and witnessed by the City project manager and other parties as the City project manager may deem appropriate.

In some cases testing may be conducted during the transition between the old system and the new System. The Contractor shall consider the operational impacts associated with this testing method and properly communicate these to the City project manager and the parking management company representatives. Testing shall not disrupt the normal entrance and exit of vehicles (with the exception of the lane being tested) using a given parking area regardless of whether the lanes are connected to the old PRCS or the new PRCS. The description of the testing during the transition will be provided by the Contractor in the Transition Plan.

M1. Test Procedures

The Contractor shall provide detailed test scripts for each testing procedure in the submitted Proposal and to the City's project manager script for each formal and functional testing procedure/s upon award of contract. No test shall be started without an approved test procedure. The City shall require ten (10) business days to review the test procedures and supporting test scripts. Where corrections are necessary, they shall be made within five business days from notification by the City's project manager and resubmitted to the City's project manager for approval. Up to a 10-business day review time shall be allocated for review corrections to the test procedure.

The Testing Plan submitted by the Contractor shall include the individual test scripts that shall be used during the various phases of testing including, but not limited to, the Factory Test (if one is conducted), the Phase or Facility Acceptance Tests, and the Final System Acceptance Tests for all of the components of the System. The Contractor shall, at a minimum, include in the test scripts, the required test participants or witnesses, the expected durations of the tests, a list of required testing materials to be provided either by the Contractor or the City, and a complete description of what shall constitute successful completion of each discreet testing task and the overall test.

The Contractor shall review all formal test procedures immediately after to testing and certify that the test procedures adequately demonstrate all functional requirements of these specifications and to ensure a direct correlation exists between the conducted test, the test results, and specification requirements. The Contractor shall provide a checklist or other approved graphic representation, as part of the Testing Plan, listing each System requirement and showing the specific tests and the methods used to demonstrate compliance with said requirement. The completed checklist or other approved document shall be delivered to the City project manager for review and approval.

M1.1. Factory Testing

The City may at its sole discretion require a Factory Test of a representative portion of the PARCS to be performed at the Contractor's facilities. The City shall provide the Contractor thirty (30) days' notice of its desire to conduct a Factory Test. To the extent possible, the Contractor shall replicate field conditions appropriate to the installation at the City when conducting said Factory Test.

To verify that the functionality described within these specifications is achieved, the Contractor shall demonstrate the System at their factory or U.S offices and such demonstration shall be observed by at least two City representatives prior to the shipment of equipment to the project site. The Contractor shall provide the City a plan for factory testing thirty (30) days prior to the Factory Test with detailed test procedures submitted in a format approved by the City project manager. Within fifteen (15) days of receipt, the City project manager shall review the Factory Test plan, note required changes and return the plan to the Contractor for final corrections.

In the event a minor testing failure occurs during the Factory Test (based on the Contractor-submitted Factory Test plan) the City project manager may accept the testing results with conditions. The parties will agree on a punch list of corrective actions to be addressed prior to shipment. The existence of a punch list shall not in and of itself prevent Contractor's delivery to the site provided the Contractor certifies in writing that all items on the punch list have been addressed prior to said shipment. Upon receipt and satisfactory review of the Contractor's certification, the Project Manager shall provide written permission authorizing delivery of the equipment. All punch list items shall be specifically addressed and tested in the Single Lane Test.

All travel and accommodation expenses and arrangements necessary for the above referenced personnel to attend the initial Factory Test shall be the responsibility of the City. In the event Factory Test yields unsatisfactory results and a partial or complete retest is necessary (based on the Contractor-submitted Factory Test plan), the necessary arrangements and expenses associated with the retest shall be the responsibility of the Contractor.

M1.2. Single Lane Test

The Contractor shall provide the City project manager a plan for Single Lane Tests for each type of lane configuration to be installed in each phase of the project. The Single Lane Test documentation shall be a component of the Contractor-provided Testing Plan and submitted accordance with the standards established above for all deliverables. The appropriate plan shall be followed for each single lane test and the Contractor shall be responsible for properly documenting the testing process.

Single lane tests shall be conducted for each entry and exit lane prior to placing said lane in operation. When a lane installation has been completed, the Contractor shall notify the City project manager to arrange the Single Lane Test. The Contractor shall test the installed equipment and the City project manager (along with other parties he or she may deem appropriate) shall witness all tests. The tests shall establish adherence to the Contractor-submitted Design Definition Document and conducted according to the approved Testing Plan.

The test procedures shall test all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane. The test results shall be evaluated using the Contractor-submitted Testing Plan, the functional requirements contained in these specifications, as well as, accuracy and reliability requirements contained herein. The Contractor shall not activate any lane for service until its operation test has been successfully completed to the satisfaction of the City project manager. Such satisfaction shall be acknowledged in writing.

M1.3. Other Device and Subsystem Functional Tests

Each POF device, the central cashiering fee computer in Lot DD and the fee computer in the Parking Office shall each be subject to testing in accordance with testing procedures specifically designed for these unique devices. These functional tests shall verify that the devices comply with

the accuracy, reliability and functional requirements contained in these specifications, the Contractor-submitted Design Definition Document, and the approved Testing Plan.

The test procedures shall test all normal and exception transaction types specifically related to these types of devices, as well as, other processes and activities that may require interaction with lane devices. For example, the POF or Lot DD Central Cashier Fee Computer must be capable of re-encoding tickets with the appropriate lag time and these tickets must be properly read by an exit lane device. The Contractor shall not activate any POF or special purposes Fee Computer until the appropriate functional test has been successfully completed to the satisfaction of the City project manager. Evidence of satisfactory completion shall be provided in writing and shall be included in the Testing Plan as directed by the City project manager and in accordance with the provisions of these specifications.

For subsystems having both special software and hardware components including but not limited to, e.g. Internet Parking Reservations, the Contractor shall provide a specific test procedure (a functional test) that shall clearly demonstrate the proper functioning of each subsystem. The Contractor shall submit to the City a plan for testing each subsystem's equipment as a functioning whole at least thirty (30) days prior to the anticipated completion of the all subsystem elements. The City project manager and Contractor shall agree upon the schedule for the functional test and the test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day

M1.4. Facility Tests

Thirty days prior to the anticipated completion of all single lane tests for Phase 1 of project (Railyard Garage or G3), the Contractor shall submit to the City a plan for testing the entire parking facility's equipment installation as a system (e.g., all entry lanes, exit lanes, all other devices, all software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers). The City project manager, at his or her sole discretion shall determine which subsystem functional tests will be conducted during the Phase 1 Facility Test. This testing process will serve to validate the results of the test bed installation and will determine when the City moves forward with the remainder of the project.

The City project manager and Contractor shall agree upon a start date for the Phase 1 Facility Test. The Facility Test shall be performed only when all single lane testing and all special device functional tests for the parking facility have been completed. The test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day. Upon successful completion of this Facility Test (as determined by the approved Contractor-submitted Testing Plan) the City project manager shall review the test results and provide the Contractor written notification of the City's satisfaction with the results. The City Manager, at his or her sole discretion, shall then decide when to grant Notice to Proceed for the remainder of the project.

A Phase 1 Facility Test downtime shall be cause for a restart of the test after the failure has been isolated and resolved. The Facility Test shall proceed in a manner that maintains the operational availability of as much of the parking system as possible. The restart shall be for a seven-day period, commencing at midnight on the first day and continuing until midnight on the seventh day. The Facility Test must be completed within thirty (30) days after the initial start date.

During subsequent project phases or sub-phases a Facility Test shall be conducted at each parking facility. Each facility shall constitute a discrete sub-phase and shall have its own testing procedures and approval process. Testing of subsequent phases or sub-phases shall be conducted in a manner similar the process outlined above. Upon successful completion of the Facility Test and placement into full operation the parking facility shall be said to be substantially complete and ready for payment as evidenced by its Certificate of Substantial Completion.

M1.5. Extended Operations Test

Following successful completion of all Facility Tests, the Contractor shall notify the City project manager that the System has been prepared for the Extended Operations Test. This test shall demonstrate, over a period of thirty (30) consecutive days for the uninterrupted operation of the administrative level equipment and thirty (30) continuous days for the field level equipment as noted in the contract, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.

The Extended Operations Test shall start on a date jointly agreed upon by the City project manager and Contractor. The test shall continue until a thirty (30) day period has elapsed during which all of the performance criteria have been continuously met. Wherever possible the Extended Operations Test start date should coincide with the beginning of the month so that monthly reporting functions contain complete data and hence can be more easily evaluated.

During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes loss of data, instability of the system, and/or corruption of the transactional data or database, the Contractor shall immediately correct the problem. If during the thirty (30) day period the system fails to meet any one of the specified performance criteria (as documented in the approved Contractor-provided Testing Plan and Design Definition Document), the test shall be halted and the Contractor shall take any required corrective actions. The Contractor shall submit a report to the City project manager detailing the root cause of the failure, the corrective actions taken, and further actions taken to avoid any reoccurrence of this type of failure. When the City project manager is satisfied with the Contractor's documentation the test shall be restarted (at day one) or continued (at the last completed day). This determination to restart or continue the test will be based on the nature of the failure and shall be at the sole discretion of the City's project manager. The restart or continuation will occur on a date jointly agreed upon by the City's project manager and Contractor.

Testing shall continue in a similar fashion until a thirty (30) day period of stable operation is achieved. Stability is defined as the proper functioning of the System with a failure having no impact on the continued system operation, nor integrity of transactional data. The Contractor shall be solely responsible for any additional costs incurred as a result of retest or restart actions for whatever period of time is required until testing is successfully completed.

Should the Contractor fail to complete the Extended Operations Test as specified above within forty five (45) continuous days from start date, Liquidated Damages of $500.00 per day will be imposed for each day the delay occurs at the sole discretion of City's project manager.

For the designated test period where the System has met the requirements for successful completion of the Extended Operations Test the Contractor shall perform a minimum of three (3) audits of all transactions and system functions performed to ensure each one is being properly identified, processed, reported and accounted for within the System. Thirty days before the last Facility Test, the Contractor shall produce and submit procedures to perform the transactional audit. These procedures shall be subject to the approval of the City project manager. The City project manager shall oversee the procedures and progress of the Contractor during the transactional audits and may, at his or her sole discretion and at no cost to the Contractor, engage an independent third party to validate the Contractor's audit results. Only when the entire System successfully completes the Extended Operations Test and complies with all audit requirements will the Contractor be eligible to apply for Final Acceptance. Final Acceptance shall be approved when all work is satisfactorily completed in accordance with the contract documents including, but not limited to:

a) all systems having been tested and approved by City
b) all required instructions, training sessions have been provided by Contractor
c) all as-built drawings, project record documents, operations and maintenance manuals and deliverables have been received and approved by City

d) all punch list work and deficiencies listed with Certificate of Substantial Completion has been completed in accordance with contract documents and approved by City
e) all damage caused by installation or use of facilities shall be cleaned, repaired and restored to "like" condition at time of initial Contractor's occupancy
f) all final cleaning and removal of waste, rubbish and construction equipment has been completed
g) generally all work except for contractor maintenance has been completed to satisfaction of City and inspected.

M2. Failure Definitions

For the purposes of the testing procedures outlined above failures shall be categorized into two (3) different categories, A, B and C failure (definition of the categories will be described further in the testing plan document); those being minor and major failures.
A minor failure (B and C failure) shall be defined as a failure of a single component, device or subsystem that does not affect the operation of a particular facility or the parking operation as a whole, has no customer service or revenue control impact, and can be easily and promptly corrected by the Contractor. The effect of such minor failures on the various tests outlined above shall be dependent on the agreed upon testing procedures for the particular test, as outlined in the approved Contractor-provided Testing Plan and Design Definition document.

A major failure (A failure) shall be defined as a failure that adversely impacts revenue control or customer service. Major failures shall always result in a restart of the particular test being conducted. Total System or subsystem failures would be clearly categorized as major. Other failures may be categorized as minor or major depending on their impact on the operation. For example, a gate stuck in the 'up' position at entry that is promptly reset without loss of positive revenue control can be seen as minor. However, one or more gates stuck in the 'up' position or that cannot be readily reset (especially at exit) could have significant revenue or customer service impact, hence making the event a major failure. The City project manager shall have sole discretion to determine which failures are major or minor within the framework of the agreed upon Testing Plan element for the particular test being conducted.

M3. Testing Documentation

The Contractor shall be responsible for ensuring that all documentation including engineering drawings, manuals, test procedures, testing results, and operational procedures for the "as installed" and "as tested" system are correct and complete. All documentation shall be submitted both in written and electronic format and shall include any associated warranty documents and operating manuals for all installed components.

The Contractor shall apply rigorous quality control processes to all documentation and provide written evidence of these actions along with all submittals. At a minimum, the Contractor shall document the name, title and signature of the individual conducting quality control reviews. All testing documentation shall be maintained and presented in a manner that is acceptable to the City project manager and that will allow the City to support the maintenance and future expansion of the system.

N. REQUIRED TRAINING AND TRAINING MANUALS

N1. General Training Requirements

The Contractor shall provide user training programs in accordance with the Training Plan and for the benefit of the City and its parking management company. The training programs shall provide designated System users and system maintenance personnel the tools necessary to efficiently operate all applicable functions, modules, components or subsystems of the PARCS.

All training shall be conducted by qualified instructor personnel, fluent in the English language and shall be conducted in a manner that does not adversely impact on-going parking operations. All training sessions for end users shall be recorded (audio and video feeds recorded video tape or

other media) for the sole use of the City and its agents. The Contractor shall provide full disclosure and secure proper releases from class participants prior to conducting any recording.

The Contractor shall provide two complete sets of such recordings to the City project manager. All rights of ownership to the recordings and all associated training materials of documentation provided by the Contractor under the requirements of this section will become the exclusive property of the City. The recording requirement may not extend to the Supervisory/Auditor/Management or System Administration Training program. Recording of any Technician training shall be at the discretion of the Contractor.

N2. Training Programs

N2.1. Cashier (End User) Training

The Contractor shall conduct a minimum of eight hours (8) hours of on-site training for up to twenty (20) staff members identified by the City. The Contractor shall offer multiple class sessions to accommodate employee schedules and reduce class size. This group shall receive both classroom and practical ("hands-on training") using actual mockups of system devices and demonstration software. This vendor-trained group shall serve as a training cadre for the remainder of the cashier population and will be provided appropriate training aids for this purpose.

N2.2. Supervisory/Auditor/Management Training

The Contractor shall conduct a minimum twenty-four (24) hours of on-site training for up to seven (7)staff members identified by the City. The training curricula shall include all supervisory and audit functions of the hardware and software components, as well as, system monitoring and reporting capabilities.

N2.3. System Administration Training

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to five (5) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N2.4. Technician Training

The Contractor shall be responsible for providing all training necessary to certify City and/or third-party technical personnel to perform all required system maintenance in accordance with the provision in these specifications and as required by the Contractor's system documentation. The content and duration of the technician course shall be determined by the Contractor and approved by the City's project manager. Duly trained and certified technicians shall be capable of performing all required maintenance services without voiding any written or implied warranty. This requirement shall be waived should the City accept the Contractor's maintenance service agreement proposal.

N2.5. Database Administrative Training on S&B System

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to four (4) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N3. Training Materials

The Contractor shall provide all documentation (including all manuals) required for training City personnel in printed and electronic format (City's project manager to decide format type). Documentation shall be provided for each student in the form of workbooks, lecture notes/overheads, and manuals. All training shall be based on the content of the Contractor-

provided manuals delivered with the System. The City project manager, as part of the Training Plan, shall approve such training materials.

Required training materials shall be submitted in accordance with the provision of the Training Plan and shall be written in Standard English with appropriate photos, diagrams, and schematics to supplement the text. The City shall have the authority to reproduce and distribute training materials as necessary at no additional cost.

N4. Required Manuals

Where manuals for commercially available equipment and/or software are provided, the Contractor shall produce supplemental information to ensure the commercial manuals accurately reflect the deployed System. The System is not considered delivered until documentation is delivered.

The Contractor shall provide the following manuals in the following quantities:

N4.1. Cashier Manual (ten each)

The Contractor shall provide a comprehensive document that details the operation and capabilities of all cashier-operated devices (Cashier Terminals). The manual shall provide detailed instructions on the proper processing all normal and exception transactions. The manual shall be intended as a "how to" document for all cashier-operated devices to include special fee computers and all attended exit lane devices. The document shall also discuss the LPR process and the cashier's role in that process.

N4.2. Supervisor's or Auditor's Manual (six each)

The Contractor shall provide documentation on supervisory and auditing features of the individual hardware components (Cashier Terminals, etc.) and the FMS. Detailed explanations on cashier shift tracking, revenue reporting and FMS report development shall also be included in this manual. Similarly, comprehensive instructions on the accessing, modifying and using of system transaction and management reports (with appropriate graphics and diagrams) shall be included in this manual.

N4.3. System Administration Manual (five each)

The Contractor shall provide comprehensive instructions and procedures required to properly oversee the day-to-day function of all network and computer system components. This manual shall include detailed instructions on all software, special reporting features, field-settable switches or options, workstation and server configuration options, network settings, TCP/IP addressing schemes, data archiving schemes, security schemes, disaster recovery and the use of system-specific diagnostics.

N4.4. Maintenance/Technician Manuals (five sets)

The Contractor shall provide complete documentation on the performance all preventative and corrective maintenance tasks. The documentation shall include part numbers, amounts, and types required for each task. Diagrams (where applicable) will be included to illustrate each step in multi-step processes. Maintenance schedules (preventative maintenance) and troubleshooting guidelines for each component or sub-component shall be included in tabular form. The manual shall also include comprehensive instructions on accessing and using computer-based diagnostic software included with the devices.

O. CONSUMABLES

The Contractor shall provide consumables, such as tickets, that will be required for operations during the testing and acceptance phases of the PARCS, before the PARCS is open to the public.

O1. Tickets and Magnetic-stripe Cards

The City intends to use various ISO-compliant magnetic stripe and or barcode cards and tickets (both initially supplied by Contractor) to facilitate transactions and access control. Magnetic-stripe cards may also be used to uniquely identify users (such as cashiers, technicians and supervisors) of fee computers and exit lane devices. All field devices (lane devices, POFs and fee computer) shall be capable of accepting and processing tickets and magnetic-stripe cards.

Tickets shall be magnetically encoded and printed with the ticket/transaction number, the year, month, date, and times (hour/minute/second) at entry and exit, facility code, lane number, and rate code. Abbreviations are acceptable; time stamps shall be in 24-hour, military time. After a transaction is completed at a POF device, the ticket shall also indicate the lag time available to the patron before additional parking fees become due.

O2. Receipts

The System shall permit modifications, additions, or deletions of the information printed on the patron's receipt. At a minimum, the following information shall be printed (time references shall be made in local military time.)

a) "City of Santa Fe, Parking Division, customer services telephone number, the Parking Office address, and the parking facility's designation
b) The unique exit transaction number
c) The exit and/or entry date and time.
d) The total fee paid
e) Code for the tender type (cash, check, credit/debit card or pre-paid card)
f) If applicable credit/ debit card type (Master Card, Visa, etc.) and last four digits of the card number
g) Exit/entry lane/POF device number
h) Code for the rate structure applied
i) Cashier ID number
j) Thank you. Please come again.

P. SPARE PARTS

All spare equipment and parts shall be newly manufactured within the past six (6) months and never installed in an operational system other than for factory test purposes. All spares shall be identified by functional unit and shall be correctly referenced in spare parts lists. When delivered as directed by the City, an itemized list of manufacturers' part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single-source components shall be identified.

Based upon the maintenance experience during the warranty period, the Contractor shall recommend any changes in spare components that may prove to be appropriate. The recommended consumables list shall be modified to reflect these changes. Where installed modules do not comply with required reliability (per manufacturer specifications), the Contractor shall adjust the spares upward to accommodate the higher failure rate, or replace the units with more reliable units at no additional cost to the City.

The Contractor at a minimum shall supply the following specific spare components as noted below:

- One (1) complete public entry lanes (lane status light, LED sign, entry device, housing, heaters, intercom, etc.)
- One (1) complete public exit lanes, (lane status light, complete exit lane device, patron fee display, ticket bins, LED sign, etc.)
- Ten (10) complete barrier gate mechanisms and arms
- Ten (10) vehicle detection devices

- One (1) Fee Computers
- Five (5) keyboards associated with the fee computers or exit lane device
- Two (2) ticket readers/validators
- Five (5) receipt printers
- One (1) lane controllers (if required)
- Two (2) complete LPR cameras and lenses assemblies (with associated controllers)
- One (1) badge encoding units (if encoding cannot be performed by another device)
- Ten (15) customer validation machines or devices

In addition to the specific items listed above, the Contractor shall provide additional spares based on usage experience. The Contractor shall supply 10% spare components (or a minimum of one) of each replaceable component unless otherwise at least specified above. The Contractor shall provide part numbers, descriptions and supplier information for all spare parts in the System Definition Document to be approved by the City project manager. The System shall not be considered ready for system acceptance testing until all spare components parts are delivered. . The Contractor will set up, at no cost to the City, one complete set of spare Entry Lane equipment and one complete set of Exit Lane equipment as a fully functional, stand-alone Test Bed site in the Technical Room provided for this application by the City out of the equipment provided in the spare part package.

Q. TECHNICAL SUPPORT AND MAINTENANCE REQUIREMENTS

Q1. System Technical Support

The Contractor shall commit to continue providing technical support services for all components of the System for a period of fifteen (15) years after all warranty periods expire. This requirement shall include, but is not limited to items such as spares, software and component upgrades, as well as telephonic and on-site maintenance support services. The Contractor shall also warrant that adequate in-house field service staff and phone support are available from a location in the Continental United States. The Contractor shall confirm this commitment in writing in a format acceptable to the City project manager prior to initiating any work activities. In addition, a support letter shall be provided from the manufacturer of any third-party components committing that firm to provide these technical support services should the contractor withdraw from the parking business.

As part of the Contractor's technical support commitment the Contractor also shall provide a qualified software and report development professional for no less than thirty (30) days during the system commissioning of the initial project phase at no cost to the City. In addition, the Contractor shall provide quarterly technical and operational training classes (no less than 24 hours in duration) at City designated facilities in addition to the specified training during the warranty year and subsequent maintenance agreement years.

Q2. Maintenance Support

The Contractor shall provide written documentation (in a format acceptable to the City project manager) guaranteeing that the Contractor will provide the City, at City's sole discretion, on-site, dedicated, full-annual extended warranty and maintenance services at a reasonable, negotiated maximum annual cost to the City. This includes maintenance service for all equipment and software and includes, but is not limited to, spare parts, materials, labor, software, testing equipment, tools, etc. necessary to fully support the System. Full maintenance, if decided by the City, shall be available eight (8) continuous (lunch break excepted) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year (366 days for leap years). The response times stated below shall be maintained at all times.

In addition, the Contractor shall submit a proposal to provide on-site maintenance services under contract to the City as required in the Maintenance Plan discussed above. This maintenance support shall be the same preventive, routine, and emergency services as described below. The Contractor shall provide the City annual guaranteed maximum prices for provision of forty (40)

hours of on-site maintenance support services per week for three years after the required expiration of the standard warranty under a continuing maintenance agreement.

The Contractor shall also be committed to providing services for an additional three (3) one-year option periods after the initial term at the City's option and at negotiated prices. The City shall determine the hours of coverage and would require the technician to be on-call during all off-peak periods. Should the City accept the Contractor's proposal there shall be no maintenance charges during the term of the warranty period for non-warranty parts or labor.

Should the City choose not to accept the maintenance proposal or not renew the maintenance agreement the Contractor shall agree to provide training and certification for up to six (6) technicians identified by the City. Should the training be required prior to final acceptance of the system, the training will be provided at no additional cost to the City as provided for in the training requirements above. If the training is required after the end of an agreed-upon maintenance support agreement, the Contractor shall be entitled to a reasonable negotiated fee for this service.

The Contractor shall provide all *preventative*, *routine*, and *emergency* maintenance services. Qualified, authorized representatives of the Contractor shall perform diagnosis and repair. If so requested, the Contractor shall provide written documentation of technician certification. Preventative maintenance services shall be provided in accordance with the provisions of a Contractor's maintenance manual for each component or subsystem of the System. Preventative maintenance services shall include but are not limited to inspection, testing, necessary adjustment, lubrication, cleaning, and software/firmware updates. Routine maintenance services shall include scheduled overhauls as recommended by the equipment and software manufacturer. Emergency services shall include inspections and necessary tests to determine the causes of significant equipment or software malfunction or failure. The emergency services shall also include the furnishing and installation of components, parts, or software changes required to replace malfunctioning system elements.

Q2.1. Preventative Maintenance Schedule

The Contractor shall submit to the City a schedule of preventative maintenance services and corresponding task sheets (as part of the Maintenance Plan). All such maintenance shall be performed during off-peak periods. The Contractor shall coordinate with the City and the parking management company to establish appropriate off-peak lane-activity periods. The City and the parking management company shall make a reasonable attempt to accommodate the need to conduct preventative maintenance according to the required schedule. The Contractor's staff shall also be provided access to the Facility Management Software to aid in determining appropriate times for servicing devices.

Q2.2. Response Times

Failure solely attributable to the Contractor to complete corrective action in a timely manner shall result in the imposition of liquidated damages by the City as negotiated by the two parties. The Contractor shall be responsible for repair to the component level of replaceable, functional modules. The Contractor shall provide adequate spare modules and repair turn around to assure that spare modules are available on site to accommodate repair of a failure to a 99% confidence level. All necessary steps shall be made to achieve the least amount of time that a component is inoperable.

Guaranteed response times shall be established by contract and shall be dependent upon the criticality and location of the malfunctioning component. The City shall expect that response time to most calls for service shall not exceed two (2) hours.

Failure to complete corrective action within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Services to remedy non-parking equipment component(s) (e.g., workstations, printers) malfunction shall be started following the Contractor's receipt of a malfunction notice from the City. Repairs are to be made within one business day of notification.

The Contractor shall acknowledge notification of the problem, error, or fault within 30 minutes during the installation phase. For the warranty and extended maintenance agreements, factory trained technicians shall be locally-accessible and during normal business hours shall have the same requirement. Failure of the contractor to take remedial action/s within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Q2.3. Maintenance Documentation

The Contractor shall maintain a written or electronic Maintenance Log of all preventative maintenance and corrective/repair services performed during the warranty period and any subsequent maintenance agreement. The Log shall be organized in manner that allows technician personnel to readily identify chronic or recurring service problems by component or lane. The Log shall include entries for any upgrades performed on any component so any unforeseen negative effects may be quickly isolated and reported.

The Log shall be in a format approved by the City project manager and shall be available for inspection by the City at any time. The Maintenance Log shall be turned over to the City at the end of the warranty period or maintenance agreement. The Contractor shall also submit monthly maintenance reports (in a format approved by the City project manager) based on the content of the Maintenance Log. Such reports shall include a discussion of equipment availability and serviceability data over time (trend analysis).

R. WARRANTY REQUIREMENTS

The Contractor shall provide a full warranty on all installed components, materials and workmanship for a period of twenty-four (24) months from the date the specific phase or device has been finally accepted (to be approved by the individual site acceptance test SAT) by the City. Such warranty requirement shall not apply to third-party software which may have warranty periods shorter or longer than the installation period. All warranty information and documentation for each type of installed hardware, software or other system component become the property of the City and shall be delivered to the City upon final acceptance of the entire project.

Warranty work shall be provided at no cost to the City in a timely manner (as defined herein). Costs (time and material) for repair or replacement of parts or components damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by the City or the using public are excluded from these warranty provisions.

During the warranty period, the Contractor's personnel or factory-certified technicians shall perform preventative maintenance, routine maintenance and repair with new material, or replace at no charge, any defective product. The Contractor's personnel or factory-certified technicians shall either perform the work on site, or the Contractor shall accept all costs associated with removal, shipping and handling. Technical support from factory-certified personnel shall be available from the Contractor within four hours of the time the service call is first placed. During the warranty period, updates and corrections to all equipment firmware and software shall be provided to the City at no additional charge.

Should the City elect to perform maintenance on components it has accepted, it may do so without voiding any portion of the device's warranty, provided that maintenance is performed by duly trained and certified technicians. Such maintenance shall normally only be performed in emergency situations where maintenance of positive revenue control is at issue, after the City has notified or attempted to notify the Contractor of the problem, and only if the Contractor's response time to address the problem is deemed inappropriate or unreasonable (at the City's sole discretion).

Performance of warranty repairs by the City or its agents will in no way relieve the Contractor of any legal responsibility to provide service or appropriately compensate the City for time and materials expended in this effort. The parties may negotiate an agreement whereby all warranty services may be conducted by duly certified technicians employed directly or indirectly by the City. If however the City elects to retain the Contractor to provide PARCS maintenance services for accepted portions of the PARCS, as provided for in Section Q Technical Support and Maintenance Requirements. , the Contractor shall separately account for all time and materials expended in conducting warranty repairs.

The Contractor shall provide a toll-free telephone number for warranty and maintenance service (hardware and software.) This toll-free telephone shall serve as a "hotline" to the Contractor for all hardware and software maintenance issues. The hotline will be the single point of contact between the City and the Contractor for maintenance support for all elements of the System to include third-party elements. The Contractor shall be responsible for 24/7 support via the hotline.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Scripted demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration and potentially a separate room for questions and answers.

Vendors who are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the vendor.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria through all stages of the evaluation process (e.g., review of written proposals, vendor demonstrations, reference checks, etc.).

Table 08: Evaluation Criteria

Criteria	Description	Maximum Score
Functional*	This criterion considers the ability of the proposed hardware and software to meet the City's functionality needs. This includes the ability to meet all of the requirements specified in Sections F, G, H, I, J and K for the functional areas that are proposed as well as the ability for the proposed solution to integrate with the City's system environment.	35
Technical*	This criterion considers the ability of the proposed hardware and software to align with the City's preferred technical specifications and interface requirements specified in Section Q. This criterion will also consider the level of integration among proposed system modules.	10

Approach*	This criterion considers the Proposer's understanding of the scope of work (Section C) and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support (Sections N and Q).	10
Experience*	This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response and as learned from references.	15
Cost	Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	30

**Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*

The City intends to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the City's budget planning.

3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Notice of Intent Award

After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.

3.5 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Committees, Commissions, and Council person, or by City Policy, for any City employee, or Committees, Commissions, and Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

3.7 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City of Santa Fe.

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP or a Proposer's proposal. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

4.0 Submittal Response Format

4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is July 31, 2018 at 2:00 p.m. Mountain Time. Proposals received at the City after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

2. Proposers shall submit seven (7) hard copies of the Technical Proposal and seven (7) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 09. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".

3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.

4. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the City along with hard copy Proposals. All attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.

5. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the address in Table 09. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format. Determination of meeting the submission deadline is independent of the City receiving the electronic version.

6. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.

7. The mailing addresses for Proposals is contained in the following table.

Table 09: Proposal Mailing Addresses

City Mailing Address
Attn: Shirley Rodriguez City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, New Mexico, 87505

8. The following table contains the organization guidelines for Proposal responses.

Table 10: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	System and Application Architecture	4.4
Tab 4	Implementation Methodology	4.5
Tab 5	Company Background and History	4.6
Tab 6	Key Proposed Personnel and Team Organization	4.7
Tab 7	Project Roles and Responsibilities	4.8
Tab 8	Project Schedule	4.9
Tab 9	Functional and Technical Requirements/Capabilities Response	4.10
Tab 10	Data Conversion Plan	4.11
Tab 11	Software Hosting	4.12
Tab 12	Testing and Quality Assurance Plan	4.13
Tab 13	Training Plan	4.14
Tab 14	Ownership of Deliverables	4.15
Tab 15	Sub-Contracting	4.16
Tab 16	References	4.17
Tab 17	Site Visit References	4.18
Tab 18	Response to Narrative Questions	4.19
Tab 19	Exceptions to Terms and Conditions	4.20
Tab 20	Attachments: Required Forms	4.21
Separate Cover	Price Proposal	4.22

4.2 Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have

accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

4.3 Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements/Capabilities contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements/Capabilities in Attachment B.

Proposers shall clearly indicate the licensing model, (named, concurrent, site) and whether this model varies based on the deployment method (locally hosted, vendor hosted, subscription based).

Proposers should clearly identify any modules or functionality that is being proposed as complementary or is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP by completing Attachment J Proposed Functional Areas. If a functional area listed is not being proposed, Proposers shall indicate so with "Not Proposed" and shall list any software solutions the Proposer has relationships or partnerships with and/or any software solutions the Proposer has successfully integrated with in the past.

Marketing materials should not be submitted on the proposed functionality.

4.4 System and Application Architecture

The third tab of the Proposal shall include a description of the proposed system and application architecture.

The Proposer shall include responses to the following questions, in addition to any other information that may be relevant and useful to the City.

a. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label or perform system rounding should be the same code for that function in all components of the application).
b. List all hardware/operating system/database platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a City or County close in size to the City. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
c. Describe what virtual server environments the proposed solution can be used on.
d. Discuss how many environments are available with your proposed solution at no additional cost (i.e. test, training, production)?
e. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support.
f. Describe how often major and minor software updates are provided, as well as the level of City resources required for a major update, and the level of resources required for a minor update.
g. The underlying architecture of the application design is important to the City. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.

h. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
i. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
j. What is the source language(s) of the product?
k. Is the source code available and, if so, under what conditions/terms?
l. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do not support industry standards.
m. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.
n. List all browsers that are certified for use with the application, and describe any required browser add-ons, function enablement, etc.
o. What technology does the Proposer's relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.
p. Please describe the major/minor upgrade process that is required if the solution requires a client based installation.

4.5 Implementation Methodology

The fourth tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

If the Proposer is proposing a traditional City-hosted model, and a vendor-hosted and/or a subscription based solution, a detailed narrative description of how the implementation approach will vary between the deployment methods should be included.

Proposers should also include a sample Project Plan which details the implementation schedule and approach as part of the fourth tab.

As part of the implementation methodology and approach, Proposers shall describe additional services and associated costs that are offered for business process reengineering, change management, and analysis. This should include general approaches to business process analysis and redesign, and specifically as it relates to the human resources, payroll, and time entry functions. The City anticipates that significant process redesign will be required as part of the configuration and implementation of software functionality to support related time entry and payroll processes.

This tab may also include samples of the following:

1. Software Customization Plan (Additional information provided in Section 2.8)
2. System Interface Plan (Additional information in Section 2.7)
3. Data Conversion Plan (Additional information in Section 2.6)
4. Testing and Quality Assurance Plan (Additional information in Section 2.9)
5. Pre- and Post-Implementation Support Plan (Additional information in Section 2.10)
6. Training Plan (Additional information in Section 2.6)
7. System Documentation (Additional information in Section 2.11)
8. Risk Register (Additional information in Section 2.12)
9. Organizational Change Management (Additional information in Section 2.6)

4.6 Company Background and History

The fifth tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. A completed response to Attachment I Company Background and History Form should be completed and included in the response in the fifth tab of the Proposal.

If a partnership with third-party companies is a part of a Proposal, the company background and history form included as Attachment I shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

4.7 Key Proposed Personnel and Team Organization

The sixth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The City is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

4.8 Project Roles and Responsibilities

The seventh tab of the Proposal should include the proposed resource levels for the City Implementation Project Team and Selected Vendor Project Teams.

Proposers shall provide resource hour estimates by system module for each of the project activities. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope. Any assumptions related to the number of City Implementation Project Team staff used in the development of the resource hour estimates should be included.

4.9 Project Schedule

The City has determined that implementation will take a phased approach (as opposed to a "big-bang" cutover). As part of the eighth tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables. The Project schedule shall be in a Gantt chart format developed in Microsoft Project. The response should factor in the City's phasing and timelines as presented in Table 04 of this RFP.

4.10 Functional and Technical Requirements/Capabilities Response

The ninth tab of the Proposal should include the proposed capability to provide the City's requirements as defined in Functional and Technical Requirements/Capabilities.

When providing responses to the requirements, Proposers shall use the response indicators contained in the following table.

Table 11: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
F	Feature/Function will be available in a future software release available to the City by June 30, 2019 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Proposer shall indicate the cost of such a modification. If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Proposer shall identify this third-party system and include a cost Proposal to secure this system.

4.11 Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan as applicable that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the Selected Vendor, organized by module.

4.12 Software Hosting

The eleventh tab of the Proposal shall include a full description of the Proposer's technical and operational capabilities for software hosting. The City has a preference toward a vendor hosted model, yet is willing to consider proposals for both City and vendor hosted deployment models as well as subscription based models.

The Proposer shall include the following information in addition to this description:

1. Where are the data center and storage facilities?
2. Total number of active clients currently served by hosted solutions provided by your company.
3. How many years has your company provided hosted solutions?
4. How are hosted software applications deployed for use by numerous customers?

5. What availability and response time do you guarantee?
6. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
7. What is your process for notification of standard maintenance and down-time?
8. Please describe the industry data center standards, e.g. ISO 27001, that your company complies with and your compliance history and performance over the past 5 years.

The Proposer shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

4.13 Testing and Quality Assurance Plan

The twelfth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer's standard approach for achieving quality assurance.

4.14 Training Plan

The thirteenth tab of the Proposal should include the proposed Training Plan and approach. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed. The tab should also include responses to the following questions:

1. What provision does the Offeror have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.

2. What provision does the Offeror make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.

3. What provision does the Offeror make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?

4. What provision does the Offeror make to provide technical training to City IT staff, as necessary? Please address how the Offeror will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.

5. Describe what training facility configuration and equipment requirements are sufficient to deliver the training being proposed.

6. Does the Offeror have the ability to provide web-based training? Please provide details related to web-based training offerings.

7. What provision will the Offeror make for having a system environment available for training exercises, and when? What data (live, sample, etc.) will be used for training City staff on the use of the system?

4.15 Ownership of Deliverables

As part of the fourteenth tab, Proposals should identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 7 should be appropriate based on the roles identified for each Project deliverable.

Table 12: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.

Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of Project deliverables should be included in the Proposer's Proposal is included in Attachment E, Ownership of Deliverables.

4.16 Sub-Contracting

The fifteenth tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.17 References

The sixteenth tab of the Proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) City/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. The City requests that three (3) references shall be from City/municipal governments that have been live with the current software version for a minimum of two (2) years, and two (2) references that have been live with the current software version for less than one (1) year.

In the event the Proposer cannot provide the required five references, Proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that utilized the same Project manager as will be recommended for this Project, and the same scope of functional areas. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the Proposer's references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the Proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Proposer. The Proposer should describe why the client left, and what steps the Proposer has taken to correct the issues that resulted in the client's departure.
Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.18 Site Visit References

The seventeenth tab of the Proposal should include the contact information for three (3) similarly-sized

City/municipal governments with which the City may conduct site visits.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.19 Response to Narrative Questions

The eighteenth tab of the Proposal should include the Proposer's response to the following narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of Project management responsibilities between the City and the Selected Vendor.
4. Based on current client obligations, what is the earliest you can begin implementation after contract signing, and what activities would the Proposer expect to occur within the first 60 days of contract signing?
5. What other system modules or products would the Proposer recommend to be complementary to the Project Scope as described in Section 2.0?
6. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
7. What is the name and current release number of the product(s) being proposed?
8. When will the next release be available (both major and minor releases)?
9. How often are releases provided, and what is the process to test each release? Would the City be able to test releases in a test environment prior to pushing updates to a live environment? Does the system have the ability to roll back updates should challenges or bugs be encountered?
10. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
11. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
12. What other applications will the product being proposed integrate with or have integrated with in the past?
13. What sets your firm's product being proposed apart from your firm's competitors?
14. What is your approach for integrating with financial systems? The City is currently evaluating replacement financial systems and is considering integration options, including but not limited to performing community development related cashiering functions in the future financial system.

4.20 Exceptions to RFP Requirements and Conditions and Terms and Conditions

The nineteenth tab of the Proposal should include any exception the Proposer takes to either the requirements and conditions of this RFP or the terms and conditions in the City of Santa Fe Information Technology Agreement (Attachment M). The Proposer will describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.21 Attachments: Required Forms

The twentieth tab of the Proposal should include the following Forms and Attachments:

See MS Word document "City of Santa Fe CD RFP - Forms.docx"

1. Attachment A – Vendor Reference Form
2. Attachment E – Ownership of Deliverables
3. Attachment F – Receipt of Addenda Form
4. Attachment G – Statement of Non-Collusion Form
5. Attachment H – Responsibility of Data Conversion Activities
6. Attachment I – Company Background and History Form
7. Attachment J – Proposed Software Modules Form
8. Attachment K – Local Preference Certification Form
9. Attachment L – City of Santa Fe Ordinance No. 2003-8
10. Attachment M – City of Santa Fe Information Technology Agreement

The above eight forms should be provided in MS Word.

4.22 Price Proposal

The Contractor's compensation for all systems and services set forth in this Scope of Work, including changes and modifications to the system over time is to be included in the per-Citation fee in the Cost Proposal.

The Proposer's Price Proposal should be provided under separate cover from all tabs of the Proposer's Technical Proposal. The Price Proposal shall consist of:

1. Proposals shall provide a detailed breakdown of all Proposed PARCS components and associated proposed pricing for each component; including but not limited to required hardware, software and all accessories which are required for a fully functional PARCS as defined in the Technical Specifications of the PARCS RFP. All proposed pricing is subject to final negotiations upon selection of the PARCS provider but prior to finalization of the contract.

5.0 Special Conditions

5.1 Procurement Type

The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the City, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The City must be notified in a timely manner of all proposed price increases. Refer to Article 3(B) of Attachment M for payment terms and conditions.

5.2 Variation in Scope of Work

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

5.3 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.4 Cancellation of Request for Proposal

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

5.5 Pricing Structures

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

   Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

   - Explain all factors that could affect licensing fees;
   - Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
   - Indicate which product versions, operating platform(s), are included for each price;

- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for services as incurred.

Costs for the proposed solution should be submitted as follows:

- The City will not consider time and materials pricing. Proposers shall provide not to exceed base pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "Not Proposed;" and,
- Proposer shall make clear the basis of calculation for all fees.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with a module (i.e. code enforcement) will be paid upon City acceptance of the project phase associated with the module. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software and hardware maintenance costs will not increase in the first five years upon live operation.

5.6 Invoicing

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

Invoices must be submitted to City of Santa Fe, Parking Division, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 and NOT THE CITY'S PURCHASING AGENT.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The price shall include all taxes applicable. The City is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process. Refer to Article 11 of Attachment M for warranty terms and conditions.

5.12 Insurance Requirements

Proposer shall, at Proposer's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5. The Proposer shall furnish a certificate of insurance to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of New Mexico and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys and volunteers as set forth in this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

a.	General Aggregate	$2,000,000.00
b.	Each Occurrence	$1,000,000.00
c.	Personal Injury	$1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

i. Per Claim/Aggregate $2,000,000.00

ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

C. Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of New Mexico, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

a. Combined Single Limit $1,000,000.00

E. Umbrella:

i. Limits:

a. Each Occurrence/Aggregate $2,000,000.00

F. The City, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees agents as herein provided.

5.13 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.14 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of New Mexico and is licensed to conduct business in the State of New Mexico;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.15 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.16 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The City may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.17 Alternate Proposals

Alternate PARCS Proposals will not be accepted.

5.18 Subcontractor Information

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of New Mexico business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Project Manager or contract administrator designated by the City.

5.19 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.20 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.21 Contract Negotiation

After final evaluation, the City may negotiate with the Offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, the City anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at the City of Santa Fe, Parking Division offices, and the Offeror will be responsible for all costs including its travel and per diem expenses.

5.22 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all proposers.

5.23 Non-Discrimination

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

5.24 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal. In signing this bid or proposal, the Offeror certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

5.25 Standards of Conduct

The City of Santa Fe conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our City.

5.26 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As

a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

5.27 Resident, Local, or Veterans Preference

a. Intent and Policy: The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

   With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

   To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

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

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

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

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

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

c. Application for Local Preference: For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

   i. Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the

Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

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

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

iv. An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Attachment K – Local Preference Certification Forms.

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

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

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

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

f. Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

g. Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

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

5.28 Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance)

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

5.29 Protests and Resolutions Procedures

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

5.30 Assignment

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

5.31 System Transition upon Contract Termination or Expiration

The Contractor agrees that City of Santa Fe will own all data collected and maintained by the system upon termination or expiration of the Contract, and following termination or expiration of the Agreement.

Contract shall provide to City of Santa Fe all data in a readable electronic form determined by agreement of both parties at no cost to the City and within 30 days of request. The Contractor also shall agree to assist the City transition to another Contractor for the same or similar services. Transition costs will be negotiated at the time of termination or expiration of the Agreement.

Forms and Attachments

See MS Word document "RFP – PARCS Forms and Attachments.docx"

Attachment A – Vendor Reference Form

Attachment E – Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Statement of Non-Collusion Form

Attachment H – Responsibility of Data Conversion Activities

Attachment I – Company Background and History Form

Attachment J – Proposed Software Modules Form

Attachment K – Local Preference Certification Forms

Attachment L - City of Santa Fe Ordinance No. 2003-8

Attachment M - City of Santa Fe Information Technology Agreement

Attachment A – Vendor Reference Form

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Sections 4.17 and 4.18 of the RFP.

1. General Background

Name of Client:

Number of Employees: Operating Budget:

Address:

Project Manager/Contract: Title:

Phone Number: E-Mail Address:

Summary of Project and Current Status:

2. Project Scope

Please indicate all modules that were implemented as part of the project:

Plan Tracking and Review	☐	Code Enforcement	☐
Permitting	☐	Business Licensing	☐
Inspections	☐	eGovernment and Web Capabilities	☐

3. Project Information

Total Project Budget:

Project Start Date: Project End Date:

Attachment E – Ownership of Deliverables

Vendors shall complete Table E-03 below based on whether the roles identified are supported by the proposed approach and implementation methodology. The roles are defined in Table E-01 and Table E-02 contains the indicators vendors shall use to report their support of the identified roles. Any conflicts shall be noted with a comment. In the event additional deliverables are proposed, vendors shall identify the roles for both the City and Vendor Project Teams.

Table E-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

Table E-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposed supports the prescribed ownership roles with its proposed implementation methodology and approach.
C	Conflict	The proposed has a conflict with the prescribed ownership roles and proposed alternate ownership in its proposed implementation methodology and approach

Table E-03: Ownership of Deliverables

No	Deliverable	Vendor Role	City Role	Vendor Response	Comments
1	Implementation Project Plan	Lead	Assist		
2	System Interface Plan	Lead	Assist		
3	Data Conversion Plan	Lead	Assist		
4	Testing and Quality Assurance Plan	Share	Share		
5	Pre- and Post-Implementation Support Plan	Share	Share		
6	Training Plan	Lead	Participate		
7	System Documentation	Owns	None		
8	Risk Register	Share	Share		

Attachment F – Receipt of Addenda Form

Addendum Acknowledgement RFP

The undersigned acknowledges receipt of the following addendum(s):

Addendum #	Date

I have examined and carefully prepared the submittal documentation in detail before submitting my response to the City of Santa Fe.

Company Name: _____

Authorized Representative: _____
Print

Authorized Representative: _____
Signature

Date: _____

It is the vendor's responsibility to check for addendums, posted on the website at http://www.santafenm.gov/bids_rfps prior to the submittal due date.

If the submittal has already been received by the City of Santa Fe, vendors are required to acknowledge receipt of addendum via email to the RFP Point of Contact prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

Attachment G – Statement of Non-Collusion Form

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

_____
Signed

_____
Print Name

_____
Title

_____
Date

_____
Contractor Name

_____
Address

_____
City / State / Zip Code

_____
Telephone and Fax

Attachment H - Responsibility of Data Conversion Activities

Vendors shall complete Table H-03 below based on whether the roles identified are supported by the proposed data conversion methodology and approach. The roles are defined below. Any conflicts shall be noted with a comment. In the event additional activities are proposed, the Proposers shall identify the roles for both the City and Implementation Vendor Project Teams.

Table H-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the activity.
Assist	The party provides active assistance for the activity.
Participate	The party provides passive assistance for the activity.
Share	Both parties share equal responsibility for the activity
None	The party has no role in the activity.

Table H-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach.
C	Conflict	The proposal has a conflict with the prescribed responsibility roles and proposed alternate responsibility in its proposed data conversion methodology and approach

Table H-03: Responsibility of Deliverables

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
1	Conversion Analysis	Lead	Participate		
2	Crosswalk Development	Lead	Participate		
3	Provide Conversion Data	None	Lead		
4	Provide File Layouts/Data Maps of Existing System	None	Lead		
5	Proof Data Provided	Assist	Lead		
6	Analysis of Data to be Converted	Lead	Assist		
7	Developing and Testing Conversions	Lead	None		
8	Review and Correct Errors	Share	Share		
9	Load Converted Data into Training Database	Lead	Participate		
10	Confirmation of Converted Data in Training Database	None	Lead		
11	Approval/Sign-Off of Converted Data in Training Database	None	Lead		

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
12	Load Converted Data into Live Database	Lead	Participate		
13	Confirmation of Converted Data into Live Database	None	Lead		
14	Approval/Sign-Off of Converted Data in Live Database	None	Lead		

Attachment I – Company Background and History Form

Vendors shall complete a Company Background and History Form in accordance with Section 4.6 of the RFP. If a partnership with third-party companies is a part of a Proposal, the company background and history form shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

Table I-01: Company Background and History

Metric	Response
Total number of employees	
Type and number of employees committed to the product and support being proposed	
Office locations	
Total number of active clients	
Total number of active government clients	
Total number of active City government clients	
Total number of New Mexico clients	
Total number of New Mexico City clients	
Total number of completed implementations of the proposed product and version	
Total number of active government clients using the proposed product version	
Total years offering government Community Development Systems	
Largest active government installation including population	
Smallest active government installation including population	
Other products offered by company	

Please provide responses to each of the following narrative questions, or provide the requested information:

1) Please provide any business and development plans for all product and support services proposed in connection with this submission

2) Please provide a breakdown of revenue between new license fees, maintenance, and upgrade charges for last year for the product(s) being proposed, as well as other products offered by the company.

Table I-02: Product Revenue

Product Name	New License Fees ($)	Maintenance ($)	Upgrade Charges ($)

3) Please provide documentation illustrating the company organization and segmentation.

4) Please provide a breakdown of expenses for the last year spent in connection with research and development for the product(s) being proposed, as well as other products offered by the company.

Table I-03 Research and Development Expenses

Product Name	Research Expenses ($)	Development Expenses ($)

Attachment J – Proposed Software Modules Form

Vendors shall complete table J-01 in accordance with Section 4.3 of the RFP. Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table J-01 cannot be proposed complementary or optional.

Table J-01: Proposed Functional Areas/Modules

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area	Third-party Partnerships and/or Solutions Successfully Integrated* with, in the Past
1	Plan Tracking and Review		
2	Permitting		
3	Inspections		
4	Code Enforcement		
5	Business Licensing		
6	eGovernment and Web Capabilities		

*Successful integration should include only those instances where both the software and the client are in production environments.

Attachment K – Local Preference Certification Forms

Vendors shall complete, if applicable, the Local Preference and Veteran Preference Certification Forms included in this attachment in accordance with Section 5.37 of the RFP.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____

Street Address_____**City**_____**State**_____**Zip Code**

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

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

CERTIFICATION

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

Signature of Authorized Individual: _____

Printed Name: _____

Title:_____**Date:** _____

Subscribed and sworn before me by_____ **this _, day of**

My commission expires _____ _____ **Notary Public**

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

Resident Veterans Preference Certification

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

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $3M.

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

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

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

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

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the Procurement involved if the statements are proven to be incorrect.

Attachment L - City of Santa Fe Ordinance No. 2003-8

This Attachment is being provided to Vendors for reference, in accordance with Section 5.38 of the RFP.

CHAPTER XXVIII WAGE REQUIREMENTS

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the "Living Wage Ordinance". (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As

a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.
(Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6
(E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter". (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to

do business in Santa Fe.
(Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as

an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year therafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars ($100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.
(Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

28-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editors Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after

a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.
(Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent

location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)

CHAPTER XXVIII WAGE REQUIREMENTS

Published by ClerkBase

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$11.40
PER HOUR

Santa Fe's Living Wage

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

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [**Insert Name**] or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **[Insert Name]** or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. [**CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[**CHOICE #2** – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[**CHOICE #3** – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[**CHOICE #4** – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. [**CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] [**CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.

3. Rights to Data. [**CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest,

if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day

notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property

and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

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

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City.

Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. 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 sole 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.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1-** Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2 –** Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:
[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1-** Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

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

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place;

or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:
   1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
   2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or

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

3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

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

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [**Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday,

Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name**]

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.

	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.
Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours]**. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)]**. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days]**. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

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

REQUEST FOR PROPOSAL # '

EVALUATOR NAME: _____

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

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

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

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

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

_____

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **[Insert Name]** or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [**Insert Name**] or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the

Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. **[CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[CHOICE #2 – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[CHOICE #3 – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. **[CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. **[CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan

that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
    3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

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

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City. Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. 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 sole 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.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1**- Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2** – Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1**- Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;

(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation

or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the

right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size

requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

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

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. **[Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 5/21
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name]**

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub-Tasks	Description

[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 – Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.
	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.

Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours**]. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)**]. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days**]. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
ITT / CIP	2/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Public Safety Radio System - WIP Construction	3359980	572970	GRT18355M-Construct	190,471	
2018 GRT Bond Premium - transfer to Bond Acquisition	4009960	760335		190,471	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Bond Acquisition Fund - transfer from Debt Service Fund	3359980	660400		(190,471)	
				$ 190,471	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Use of available 2018 GRT Bond Premiums to fund RECC public safety radio system equipment purchases

($ for equipment is going into construction because the funding for the radios was previously moved from construction to

equipment for the purchases, and this will replenish the amount moved out of the construction budget.)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	(190,471)
TOTAL:	**(190,471)**

Andy Hopkins for Bradley Fluetsch — 2/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Mary McCoy
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Feb 26, 2021 08:39 MST)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

BAR from Bond Premiums for Pub Safety Radios

Final Audit Report 2021-02-26

Created:	2021-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsz9_IGa0v-lu9MrrBA9bE2G6XeAZfoJ9

"BAR from Bond Premiums for Pub Safety Radios" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-02-25 - 11:35:41 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2021-02-25 - 11:36:42 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2021-02-26 - 2:40:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2021-02-26 - 2:40:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-26 - 2:40:42 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-26 - 3:37:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-26 - 3:39:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-26 - 3:39:25 PM GMT

City of Santa Fe, New Mexico

memo

DATE: **February 26, 2021**

TO: **Finance Committee**

Public Works Committee

Governing Body

VIA: **Manuel Gonzales, Interim ITT Director**

FROM: **David C. Tapia, Contracts Administrator D.T.**

SUMMARY: Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to fund the purchase of Public Safety radios.

Summary: City of Santa Fe Fire Department, City of Santa Fe Police Department, and ITT Department have identified disruptions in communication with the new Public Safety Radios System (P25 system). In particular, the current communication system and radios are not receiving an adequate bandwidth and/or signal when emergency responders are in the field. This means emergency communication can suddenly drop or responders may experience inadequate communication with dispatch.

This communication error must be addressed with urgency to ensure safety for staff and the public. Through discussion and field testing, it has been determined that the first step is to update the current XLT radios to modern APX radios, which will mitigate the issue and improve bandwidth and signal errors. A next step will be to Move the 15 channel P25 equipment from Los Montoyas to the "Prime" site.

The current XTL radios have been flashed (software upgrade) to accept the P25 system, however the alignment (align to factory specs) of the radios' frequency bands within the radio and the voice controller is not optimal. We have attempted to align these radios to keep them in the field but, in doing so, many radios have failed to accept the alignment, leading them to be not functional. This alignment is crucial to the P25 system. If not aligned, then the system can drift away from the licensed frequency we utilize, causing transmissions to be dropped, not able to be heard, or be of poor quality. Field testing has shown that the APX series radio performs better. The APX radio is built for the new P25 system and will be within necessary frequency range and transmission.

Santa Fe Fire is now solely using the APX series radios and staff have noticed a significant difference in the quality of the transmissions and coverage. This observation has been

tested repeatedly in the last two weeks, leading to better communication for our emergency personnel.

Motorola Solutions is assisting the City of Santa Fe in this matter. They have been consulted and have provided best possible solutions. Upgrades to the radios, hardware, and service will be provided through Motorola but the installs will be completed by the City of Santa Fe ITT Department.

Action: Please approve the requested BAR in the amount of $190.471.00.

Budget: BAR request to reallocate funding to 3359980.572400 (Bond Acq/Inventory Exempt) from available 2018 GRT Bond Premiums to fund the purchase of public safety radios.

City of Santa Fe New Mexico
Memorandum

Date: March 1, 2021

To: Governing Body; Quality of Life Committee; Finance Committee

Via: Kyra Ochoa, Community Health and Safety Director

From: Jennifer Faubion, staff liaison

RE: Community Health and Safety Task Force Amendments

ITEM AND ISSUE:

A Resolution updating the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of 2021, allow additional task force members, change the Task Force composition, exempt the Task Force from certain Open Meetings Act requirements, and other changes as necessary.

BACKGROUND AND SUMMARY:

As the Community Health and Safety Task Force ("CHS TF") works to address the issues laid forth in Resolution No. 2020-29, specifically around violence and inequities in communities of color in the great city of Santa Fe, they are dealing with not only macro but micro concerns. The Resolution that established this task force called for *"the need for thoughtful and inclusive self-examination of the ways in which traditional approaches towards public safety have been provided…Acknowledging the call for racial and social justice, recognizing the historical injustices that have too often lead to violence and inequities in communities of color,"* and it brought together a body of skilled, diverse, multidisciplinary members of Santa Fe.

Now, six months after the resolution was enacted, the country is in a time when and where white supremacist ideology and violence has shown itself to be a threat and caused fear and alarm both nationally and locally, making this type of work both heightened in its importance and dangerous in its execution.

The fact that the State of New Mexico has a Roundhouse this year that is fenced in, not because it is better that way, but because overt widespread threats of white supremacist violence made it necessary, lays an important context to why amendments to this resolution are necessary. The multidisciplinary and diverse CHS TF members noted and agreed during the February 2, 2021 public CHS TF meeting that the sensitive nature of this work and its often traumatic content limits authentic interaction in a live stream and overly formal format. The interpersonal and cultural complexity of the issues that they are tasked with addressing require a format that allows members to feel safe both with one another and with the content they have been charged with, which can be

both painful and traumatic to explore. This has been articulated by multiple members of the CHS TF and has had impact on its Black members in particular.

This perhaps is less surprising when one understands that data shows that "Police violence is a leading cause of death for young men in the United States. Over the life course, about 1 in every 1,000 black men can expect to be killed by police. Risk of being killed by police peaks between the ages of 20 and 35 years old for men and women and for all racial and ethnic groups. Black women and men and American Indian and Alaska Native women and men are significantly more likely than white women and men to be killed by police. Latino men are also more likely to be killed by police than are white men[1].

In order to allow safety to explore hard facts, to draw on interpersonal experiences, and to facilitate the relationship building needed to address the complex issues assigned to the CHS TF, during the COVID pandemic when it is impossible to meet in person, the CHS TF seeks to create a more intimate and thoughtful setting, balanced with the need and desire to include community members in the process systematically along the way. The sponsors therefore recommend the attached Resolution amendments on behalf of CHS TF members, who, with the sponsors agreement, have called for a structural change to how these meetings are held.

The Task Force is in agreement with these amendments which foster greater safety and sensitivity to the community volunteers who are appointed to this task force, and to the issues at hand, with the understanding that to make thoughtful recommendations to larger structures, the City must first ensure that the CHS TF structure provides a model of the safety and sensitivity that the Task Force hopes to see reflected in their process and ultimately their recommendations.

ACTION REQUESTED:

Adopt the amendments to the Community Health and Safety Task Force terms as presented.

ATTACHMENTS:

Resolution Amendments
Fiscal Impact Report

[1] https://www.pnas.org/content/116/34/16793

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION 2020-29 TO EXTEND THE DURATION OF THE COMMUNITY HEALTH AND SAFETY TASK FORCE THROUGH THE END OF CALENDAR YEAR 2021, ALLOW ADDITIONAL TASK FORCE MEMBERS, CHANGE THE TASK FORCE COMPOSITION, EXEMPT THE TASK FORCE FROM CERTAIN OPEN MEETINGS ACT REQUIREMENTS, AND OTHER CHANGES AS NECESSARY.

WHEREAS, the City recognizes inequity in force and violence as an issue of concern to members of Santa Fe's communities that impacts the safety, public health, and quality of life of the City's residents; and

WHEREAS, the City's residents and leadership are still in broad agreement about the need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, acknowledging the call for racial and social justice, recognizing the historical and current injustices that lead to violence and inequities in communities of color ; and

WHEREAS, the New Mexico Open Meetings Act ("OMA") governs "policymaking

bodies" but not advisory bodies making recommendations to policymaking bodies; and

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, the City of Santa Fe Committee Rules and Procedures require all committees appointed by the Governing Body to adhere to the OMA; and

WHEREAS, the Task Force convened on several occasions and many members of the Task Force and those participating in the conversations felt uncomfortable discussing deeply personal issues in a public setting; and

WHEREAS, the Task Force wishes to reserve the right to decide who among their members they prefer to serve as chair(s) of the Task Force; and

WHEREAS, the Task Force has discussed the possible need for additional members in order to complete the work required of the Task Force; and

WHEREAS, exempting the Task Force from the public meetings and communications requirements of OMA may allow the Task Force to better gather information and provide more informed recommendations to the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby amended as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit <u>of public health and safety</u> of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD<u>'s and SFFD's</u> internal operations, policies, procedures and practices, with attention to data-informed <u>local and national</u> research. Some aspects that may be

assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise, and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and [~~nine~~] the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa

Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors [~~shall~~] may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least [~~twice~~] once per month[~~,~~] and shall conduct [~~public~~] meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings and conduct communications outside the meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe

and where Task Force members an community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. Unless further extended by the Governing Body, the CHS Task Force shall conclude [~~no more than six (6) months from the date the members are appointed~~] its work by December 31, 2021.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3313

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X____

Short Title(s): Community Health and Safety Task Force Amendments

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): Community Health and Safety

Staff Completing FIR: Jennifer Faubion Date: 2/12/21 Phone: 955-6033

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:
This Resolution updates the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of calendar year 2021, allow additional task force members, change the Task Force composition, exempt the task force from certain Open Meetings Act requirements, and other changes as needed.

Departments Affected:
Community Health and Safety; Community Engagement

Consequences of Not Enacting Legislation:
The work of the Community Health and Safety Task Force and the physical, emotional, and mental safety its members would be severely compromised, jeopardizing the existence of the Task Force itself.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Amending the terms set forth for the Community Health and Safety Task force in Resolution No. 2020-29.

Performance and Administrative Implications:
Staff liaison's support will extend an additional 6 months.

Fiscal Implications:
Cost of contracting a trained facilitator for an additional 6 months. Staff liaison time for additional 6 months.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 2,250	$	$	N	NR	GF	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 10,000	$	$	N		GF	
Professional Services							
Operating	$	$	$				$
Total:	$12,250	$	$				$ 12,250.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Approximately 15 hours of staff time per month at $25.00 per hour for six additional months ($2,250). Facilitation for six additional months ($10,000).

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None Identified