City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
APRIL 19, 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 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.
Zoom: https://santafenm-gov.zoom.us/j/91481414599?pwd=bkY2dG96VFJuUTRwalI1WVNUSFZFdz09
Passcode: 494581
Phone: 699 900 6833 or +1 253 215 8782
Webinar ID: 914 8141 4599
Passcode: 494581

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 – April 5, 2021

6. **ACTION ITEMS: CONSENT**

a. Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/19/2021
Governing Body: 04/28//2021

b. Request for Approval of NMDOT Cooperative Agreement in the Amount of $900,000 Terminating on October 30,2022 to Construct S100660 Canada Rincon Trail from Calle Mejia to Camino Francisca / Avenida Rincon project. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6632)
1) Request for Approval of BAR (Budget Adjustment Request) to Budget NMDOT Grant Funding in the Amount of $768,960.00

Committee Schedule:
Finance Committee: 04/19/2021
Public Works & Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

c. Request for the Approval of Amendment No 1 to an Information Technology Agreement to extend the Term to August 31, 2022 and to proportionally increase the compensation from six hundred fifty four thousand dollars ($654,000.00) for three (3) years to one million ninety thousand dollars ($1,090,000.00) for five (5) years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent); Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

Committee Review:
Finance Committee: 04/19/2021
Public Works and Utilities Committee: 04/26/2021
Governing Body: 04/28/2021

d. Request for Partners in Education Contract #20-0568 Amendment 1, to amend the Scope of Services for Engagement Coaches to provide outreach and navigation services to improve student engagement. (Elizabeth Peterson, Children and Youth Program Manger, empeterson@santafenm.gov, (505) 470-3186) Committee Review:
Finance Committee 4/19/21
Quality of Life 4/21/21
Governing Body 4/28/21

e. Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a total amount of $254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)
Committee Review:
Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

f. Request for the Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an extension of time and funding to complete the Digester Project for a period of time not to exceed the requisite time for the project completion and subsequent period in the total amount of $190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)
Committee Review:
Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

g. Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $190,579 from Cash Balance to fund the HDR Contract

Amendment No. 5. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov)
Committee Review:
Public Works and Utilities Committee: 04/12/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: Monday, May 3, 2021**

11. **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
APRIL 05, 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**

Meeting started 5:01 pm

2. **ROLL CALL**

Members Present:

Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez

Members Excused:

Councilor Roman Abeyta
Councilor Signe Lindell

Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee
Michael Garcia, Attendee
Rich Brown, Attendee
Julie Sanchez, Attendee

Councilors Abeyta and Lindell excused.

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the Agenda as amended. Removed presentation item a, and items f g, h, i, j, and k from the agenda.

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

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

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the consent agenda as amended. Items b, d, e, m, n, o, and r pulled for discussion.

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – March 22, 2021

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

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

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

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request Approval of Budget Amendment Resolution (BAR) for allocation of Impact Fees for Construction of CIP #868A – Montezuma Avenue and Sandoval Street Intersection Improvements in the amount of $750,000. (Thomas Graham, PW Project Administrator, tmgraham@santafenm.gov, 505- 955-6654)

Committee Review:
Finance Committee – 04/05/2021
Public Works & Utilities Committee – 04/12/2021
Governing Body – 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

b. Request for Approval of Contract Amendment No.1 for Santa Fe Recovery to Change the Scope of Work. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve the contract amendment as presented on discussion.

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

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

Against: None

Abstain: None

c. Request for the Approval of National Cooperative Purchasing Alliance also known as NCPA Cooperative Master Agreement to add another Procurement Method Citywide. (Yodel Catanach, Contracts Supervisor, yocatanach@santafenm.gov, (505) 955-6435.)

Committee Review:
Finance Committee 4/05/21
Governing Body 4/14/21

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the professional services agreement (PSA) as presented.

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

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

Against: None

Abstain: None

d. Request for Approval of St. Elizabeth Shelter Contract Amendment No. 1 to Extend the Term and Scope of Service. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

MOTION: Councilor Cassutt-Sanchez 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 Villarreal, Councilor Romero-Wirth, Councilor Cassutt-Sanchez

Against: None

Abstain: None

e. Request for Approval of The Food Depot Contract Amendment; Term Extension and Scope of Service. (Elizabeth Peterson, Children and Youth Program manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

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

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

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

Against: None

Abstain: None

f. Request for Approval of Kitchen Angels Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22 (Elizabeth Peterson, Children and Youth Program manger: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee 4/5/21
Quality of Life 4/7/21
Governing Body 4/14/21

Item 7e removed from the agenda for future agenda.

g. Request for Approval of Esperanza Shelter Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22 (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21

Quality of Life: 04/7/21
Governing Body: 04/14/21

Item 7g removed from the agenda for future agenda.

h. Request for Approval of Youthworks Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

Item 7h removed from the agenda for future agenda.

i. Request for Approcal of Literacy Volunteers Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

Item 7i removed from the agenda for future agenda.

j. Request for Approval of The Life Link Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

Item 7j removed from the agenda for future agenda.

k. Request for Approval of Coming Home Connection Contract Amendment #1, Term Extension of one year from 6/30/21 to 6/30/22. (Elizabeth

Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

Committee Review:
Finance Committee: 04/5/21
Quality of Life: 04/7/21
Governing Body: 04/14/21

Item 7k removed from the agenda for future agenda.

l. Request for Approval of Contract Amendment No. 1 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites for a Four Year Period with Intera, Inc for a Total Amount of $156,875 (exclusive of NMGRT). (Shirlene Sitton, ESD Division Director, sesittion@santafenm.gov, 955-2209)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

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

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

Against: None

Abstain: None

m. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Romero-Wirth, Councilor Abeyta, Councilor Garcia, Councilor Vigil Coppler, Councilor Lindell, and Councilor Cassutt-Sanchez)
A Resolution Establishing a Work Plan for Improving Access to Affordable Housing Opportunities for Residents of the City of Santa Fe. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW:
Introduced: 3/31/21
Public Works and Utilities Committee: 03/29/21
Governing Body: 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committee: 4/12/21
Quality of Life Committee: 4/21/21
Governing Body: 4/28/21

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

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

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

Against: None

Abstain: None

n. CONSIDERATION OF BILL NO. 2021-9. An Ordinance Amending Section 11-14.5 SFCC 1987 to Dedicate Half the Sales From Any Sale or Lease of City-Owned Land and Buildings to the Affordable Housing Trust Fund; and Amending Section 26-3.6 to Add the Dedication to the Affordable Housing Trust Fund. (Councilor Lindell, Mayor Webber, and Councilor Abeyta, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal) (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346 and Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21

Quality of Life Committee: 04/7/21
Quality of Life Committee: 04/21/21
Governing Body (Public Hearing): 04/28/21

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

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

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

Against: None

Abstain: None

Councilor Villarreal to be added as Co-Sponsor.

o. CONSIDERATION OF BILL NO. 2021-10. An Ordinance Amending Section 18-11.3 SFCC 1987 to Define "Taxable Premises" Consistently with State Statute and to Add a Definition for "Permanent Resident"; Amending Section 18-11.8 to Make it Consistent with State Statute; Amending Section 18-11.17 to Differentiate Between the Occupancy Tax and the Convention Center Fee, and to Dedicate the Occupancy Tax Collected on the Thirty-First Day and Subsequent Days to the Affordable Housing Trust Fund; Amending Section 26-3.6 to Add the Dedication to the Existing List of Dedications to the Affordable Housing Trust Fund; and Making Such Other Changes as are Necessary. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209 and Brad Fluetsch, Planning and Investment Officer: bjfleutsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW;
Introduced: 2/11/21
Public Works and Utilities Committee: 03/29/21
Governing Body (Request to Publish): 03/31/21
Finance Committee: 04/5/21
Quality of Life Committee: 04/7/21
Public Works and Utilities Committe: 04/12/21
Governing Body (Public Hearing): 04/28/21

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 Villarreal, Councilor Romero-Wirth, Councilor Cassutt-Sanchez

Against: None

Abstain: None

p. Request for Approval of Amendment No. 5 with John Shoemaker & Associates, Inc. (JSAI) for two (2) Capital Improvement Projects: Installation of an inclinometer sensor (SENSOR) and Development of a Conceptual Work Plan in the total amount of 88,536.57 (exclusive of NMGRT). (William Schneider, Water Resources Manager, whschnedier@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 03/29/21
Finance Committee: 04/05/21
Governing Body: 04/14/21

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

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

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

Against: None

Abstain: None

q. Request for Approval of a Budget Adjustment Resolution (BAR) to fund Amendment No. 5 with John Shoemaker & Associates, Inc. in the total amount of $93,683. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

r. CONSIDERATION OF BILL NO. 2021-8: An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.1 SFCC 1987 to Make Clarifications; Amending Section 6-19.2 SFCC 1987 to Change the Effective Date of the Salary to Align with the Term for Mayor Set Forth in the Santa Fe Election Code, Section 9-1 SFCC 1987, Amending Section 6-19.3 SFCC 1987 to Establish an Application Process and Modify Length of the Commissioners' Terms; and Amending Section 6-19.4 SFCC 1987 to Set the Future Schedule for the Independent Salary Commission. (Councilor Rivera, Councilor Romero-Wirth, and Councilor Lindell) (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:
Introduced: 3/22/21 (Finance Committee)
Public Works and Utilities Committee: 3/29/21
Governing Body (request to publish): 3/31/21

Finance Committee: 4/5/21
Public Works and Utilities Committee: 4/12/21
Governing Body (public hearing): 4/28/21

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

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

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

Against: None

Abstain: None

s. Request for Approval of Change Order No. 5 with Bradbury Stamm Construction, Inc. to increase the duration by adding 653 days, no additional funding is being requested. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the change order as presented.

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

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

Against: None

Abstain: None

t. Request for Approval of (3) State Capital Outlay Grant Agreements; (David Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
   1) Project # 20-E2735 for Electric Vehicles & Charging Stations
   2) Project # 20-E2740 for Municipal Court HVAC & Roof Repairs
   3) Project # 20-E2744 for Construction of Southside Teen & Resource Center

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

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

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

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

Against: None

Abstain: None

u. Request for Approval of a Budget Adjustment Resolution (BAR) for Electric Vehicles in the amount of $750,000. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

v. Request for Approval of a Budget Adjustment Resolution (BAR) for Municipal Court in the Amount of $360,063. (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

w. Request for Approval of a Budget Adjustment Resolution (BAR) for the Southside Teen & Resource Center in the amount of $3,870,900 (David A. Chapman, Grants Administrator, dachapman@santafenm.gov, 955-6824)
Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

x. Request for the Approval of Amendment No.10 to the Santa Fe Railyard Community Corporation's Amended and Restated Lease and Management Agreement, which will increase the existing rent deferral for FY21 from $100,000 to $500,000, with deferred amounts to be repaid from FY22 to FY24.(Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 3/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

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

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

Against: None

Abstain: None

7. **PRESENTATION**

   a. FY21 and FY22 Financial Update.

   Item a removed from agenda for future agenda.

8. **MATTERS FROM STAFF**

Budget Hearing schedule to be emailed to Councilors this evening per Alexisl Lotero.

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, April 19, 2021**

12. **ADJOURN**

Meeting adjourned 6:16 p.m.

Liaison

Chair

City of Santa Fe New Mexico
Memorandum

Date: March 19, 2021

To: Public Works/Utilities Committee: March 29, 2021
Finance Committee: April 5, 2021
Governing Body Meeting: April 14, 2021

From: Janice Krish, Economic Development Specialist

CC: Rich Brown, Director - Community and Economic Development Department

RE: Santa Fe Public Schools MOA for 'Internet Café' Tutoring Program

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ITEM AND ISSUE:

This Memorandum of Agreement (MOA) creates a partnership between Santa Fe Public Schools (SFPS) and the City's Economic Development Department (EDD). The City will hire temporary staff, 'Community Development Specialists', to assist the SFPS in their Internet Café program within the District's K-12 schools. This program requires supervision of students who have returned to school and are without teachers in the classroom. The Community Development Specialists will proctor the students with their online learning, supervise them during breaks and provide guidance and support. With a reduced number of available teachers in the schools and students opting to return to school, the SFPS is in need of supervisors for these students until the end of the school year. The EDD is providing new jobs and training through temporary staff secured by the Earth Care Organization and others to help fill this need.

BACKGROUND AND SUMMARY:

With CARES Act funding that was ultimately transferred to the general fund, the EDD has established temporary Community Development Specialist positions, with the mission to assist students, parents and grandparents in underserved areas, with remote learning challenges and provide community resources to survive the pandemic. The positions are primarily bilingual, community-based and fill a grassroots role to work with families individually and provide much needed support for academic success. In partnership with Earth Care, the City has hired individuals who are filling these roles. Additionally, these positions can extend into the SFPS where more jobs are available for individuals to take on these school-based positions.

Responsibilities will include assisting students with remote learning (helping students login for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work and providing active supervision during breaks, lunch, recess. These job responsibilities align with the Community Development Specialist positions already created and funded.

ACTION REQUESTED:
EDD recommends moving forward with this Santa Fe Public Schools MOA, since it will create new jobs and fill a need within the SFPS to support students as they transition back to in-person classroom learning.

ATTACHMENTS:
Memorandum of Agreement

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202592**

Contractor: **Board of Education of the Santa Fe Public Schools**

Description: **MOA - Internet Cafe Tutoring Program. City will pay for salary of temp employees & backgrounds**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **03/01/2021** Term End Date: **06/30/2021**

☐ 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:** **N/A**

Fran Duaway (Apr 1, 2021 18:44 MDT) Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA to issue funds - 13-1-98 A. entity to entity

4. **Funding Source:** **Salaries** **Org / Object:** **2122800.500750**

Alexis Lotero Apr 1, 2021

Alexis Lotero (Apr 1, 2021 18:21 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Board of Education of the Santa Fe Public Schools

Procurement Title: MOA

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 Community & Economic Development Staff Name Janice Krish

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: _____

Jessica Sandoval — Administrative Mgr — 03/17/21

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

Fran Dunaway

Fran Dunaway (Apr 1, 2021 10:44 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

SANTA FE PUBLIC SCHOOLS
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the Board of Education of the Santa Fe Public Schools, hereinafter called the "District," by and through the Superintendent of the District, and the City of Santa Fe, a home-rule municipality organized under the laws of New Mexico also known as "Partner" working through the City's Economic Development Division ("EDD").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. TERM.

A. This Agreement is effective on March 1, 2021 and will terminate on June 30, 2021.

B. In the event that this term exceeds twelve (12) months, the Parties agree that, starting on the first day of the thirteenth month, the District or the City, in their sole discretion, may determine if there are insufficient appropriations to continue this MOA. If either party determines that there is insufficient appropriations, the party may terminate this Agreement with thirty (30) days' written notice to the Partner, who shall accept the other party's determination.

C. No automatic-renewal is permissible under this Agreement.

II. PARTIES' SCOPE OF WORK AND RESPONSIBILITIES

A. The District shall:

1. Designate a "Volunteer Coordinator" to serve as liaison for the project, who will provide overall support to Community Development Specialists and specifically with processing background checks, monitoring hours worked and initial training and report to EDD about progress of Community Development Specialists and overall support.
2. Provide supervision of Community Development Specialists while on site and the District will address any concerns that arise.
3. Provide Community Development Specialists with assignments that utilize their skills and training.
4. Assist Partner in the coordination of Community Development Specialist assignments, orientation, in-service instruction and other project related activities.

5. Have the right to request the Partner to reassign the Community Development Specialist.
6. Provide for adequate health and safety protection of Community Development Specialists.
7. Collect and validate appropriate/available Community Development Specialist reports for submission to the Partner.
8. Make investigations and reports regarding Accidents, injuries and incidents involving Community Development Specialists in consultation with the Partner.
9. Meet the standards set by the Americans with Disabilities Act (ADA), which prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services, meaning that all electronic and information technology must be accessible to people with disabilities.
11. Not discriminate against Community Development Specialists or in the operation of the EDD program on the basis of race, color, national origin, sexual orientation, real or perceived gender, age, political affiliation, religion, veteran status or disability, if the participant is a qualified individual with a disability.
12. Not consider religious instruction part of Tutoring.
13. Engage Community Development Specialists with internet café supervision for District students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments, etc.), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess, etc.
14. Community Development Specialists will need to enforce current guidelines from the Governor's office and the Department of Health to ensure safe and healthy practices for students and staff including but not limited to District surveillance testing.

A. The Partner shall:

1. The Partner shall provide paid temporary staff 'Community Development Specialists' for the District's internet café initiative to supervise SFPS students who are returning to school. Children will range in age from 5 to 18 years old. Responsibilities will include assisting students with remote learning (helping students log in for classes, helping students complete projects and assignments), maintaining a safe environment conducive to students being able to participate in remote learning and doing their work, providing active supervision during breaks, lunch, recess.
2. Not provide direct academic instruction or execute any disciplinary measures.
3. Follow current public health and executive orders to ensure safe and healthy practices for students and staff, including, but not limited to District surveillance

testing.

4. Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00. Community Development Specialists will only be placed for service if all background checks have been completed and they are cleared to be on campus.
5. Recruit, interview, enroll and refer Community Development Specialists to the project.
6. Refer Community Development Specialists to the District for individual assistance with any issues or concerns that may arise regarding students, staff or administration.
7. Furnish adequate accident and liability insurance coverage as required.
8. Retain full responsibility for fiscal control of the project and work with the District for management of the Community Development Specialists.
9. Ensure that the Community Development Specialists comply with all District procedures and policies as guided by federal and state laws and regulations.

III. PARTNER SERVICES AND CONDUCT.

A. Standard of Performance. Partner has the resources to perform the Partner's obligations under this Agreement, and agrees to perform such obligations in a professional manner, consistent with prevailing industry standards and practices.

B. Licenses and Permits; Compliance with Law. Partner is a local government agency and agrees to comply with all applicable laws, regulations, codes, ordinances, and Board policies.

C. District-Partner Relationship. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a business partnership, joint venture or relationship of agency or employment between the Partner and the District. The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, use of District vehicles, bonding, or any other benefits as a result of this Agreement.

D. Confidentiality. Each Party will comply with all laws, regulations, and Board policies that apply to the use, transmission, storage, disclosure, or destruction of confidential information and educational records.

IV. COSTS.

A. District's Costs.

1) Zero dollars and zero cents ($0.00)

2) The District's performance of the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by the Partner. The District's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.

B. City Costs.

3) Pay for Community Development Specialists to fulfill the FBI fingerprint check at $44.00 per Community Development Specialists, not to exceed a total of $500.00.

4) Per each Community Development Specialist, payment of $20 per hour for up to 20 hours worked per week for total number of 12 weeks worked. Total compensation for Community Development Specialists during this period not to exceed a total of $52,800.

V. LIABILITY; INDEMNIFICATION.

A. No party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to immunities and limitations of the New Mexico Tort Claims Act.

VI. MISCELLANEOUS TERMS.

A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

B. **Records and Audit.** Both parties will maintain records for three years from the expiration or termination of this Agreement. The records shall indicate the date, length of time, and nature of services rendered. These records shall be subject to inspection and audit by the Superintendent of the District or designee, the State Department of Education, the Department of Finance and Administration, and the State Auditor.

C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

D. **Non-Assignability.** This Agreement will not be assigned by either party, nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

E. **Governing Law.** This Agreement will be construed, interpreted, governed, and endorsed in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

F. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

G. **Marketing Materials.** Neither the District nor the Partner will use the other's name in any publicity or advertising material without prior written consent of the other parity.

H. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.

I. **Cooperation and Dispute Resolution**. The parties will meet as necessary to discuss and evaluate the progress of the program involved in this Agreement. The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

J. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims or interest upon a person not a party to this Agreement.

K. **Employee status.** The Partner and its directors, officers, agents, and employees are not employees of the District and shall not accrue leave, retirement, insurance, us of state vehicles, bonding, or any other benefits afforded to employees of the District as a result of this Agreement.

L. **Nondiscrimination.** Neither party will discriminate against program participants or employees on the basis of because of race, color, ancestry, ethnicity, national origin, immigration status, religion, sex, gender identity, sexual orientation, age, disability, or serious medical condition.

M. **Confidentiality.** The parties in accordance with applicable federal and state laws and regulations regarding confidentiality of records of students will maintain the confidentiality of any records.

N. **Conflict of Interest.** That the parties warrant that they have 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.

O. **Appropriations.** That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico State Department of Education, Santa Fe Public Schools Board of Education, the Federal Government, and the Governing Body for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the District or the City. Such termination shall not result in any claim for damages by the Partner. The District or the City's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

P. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

Q. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To the District at:
Santa Fe Public Schools
610 Alta Vista
Santa Fe, NM 87505

To the Partner at:
City of Santa Fe
Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

VII. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the Partner's explicit or implicit direction or permission, the Partner shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

A. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

B. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to

students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and
b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

VIII. CONFLICT OF INTEREST; PROCUREMENT CODE.

A. Conflict of Interest. That the parties warrant that they have 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.

B. Procurement Code. The Partner acknowledges that the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and other laws impose felony penalties for illegal bribe, gratuities, and kickbacks.

C. Campaign Contribution Disclosure Form. In compliance with the Procurement Code, Section 13-1-191.1 NMSA 1978, the Partner shall complete the following Campaign Contribution Disclosure Form:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Partner, by and through the undersigned representative, hereby discloses that the following contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

Contribution(s) Made
By:_____On_____

List the Name(s) of any and all Board Member(s) Receiving Contributions:

_____

Amount, Nature and Purpose of each Contribution to each Board Member:

_____

By:_____Date:_____
JAREL LAPAN-HILL, CITY MANAGER

-OR-

Alternatively, the Partner, by and through the undersigned representative, hereby states that no contributions in excess of two hundred fifty dollars ($250.00) were made to a Board of

Education member, by any officer, employee, agent or other representative of the Partner, or a family member, within the last two (2) years.

By:

_____Date:_____

JAREL LAPAN-HILL, CITY MANAGER

SIGNATURE PAGE

FOR SFPS BUSINESS SERVICES:

AMOUNT: Zero (**$0**)
ACCOUNT CODE NO._NONE_____
FUNDING SOURCE:____NONE_____

APPROVED BY SFPS:

_____ _____
SABRA ROMERO, DIVERSITY, EQUITY, & ENGAGEMENT DATE

_____ _____
DR. JAMES LUJAN, CHIEF DIVERSITY, EQUITY, & ENGAGEMENT OFFICER DATE

_____ _____
HILARIO CHAVEZ, ASSOCIATE SUPERINTENDENT ATHLETICS AND SCHOOL SUPPORT DATE

_____ _____
JOSHUA R. GRANATA, GENERAL COUNSEL DATE

_____ _____
ROBERT MARTINEZ, INTERIM CHIEF FINANCIAL OFFICER DATE

_____ _____
VERONICA C. GARCIA, Ed.D., SUPERINTENDENT OF SCHOOLS DATE

AGREED UPON BY PARTNER:

I CERTIFY THAT NO SUSPENSION / DEBARMENT / EXCLUSION ON THE STATE / FEDERAL GOVERNMENT LEVEL IS APPLICABLE TO THE PARTNER AT TIME OF MY SIGNATURE BELOW.

_____ _____
ALAN WEBBER, MAYOR DATE

_____ _____
KRISTINE BUSTOS MIHELCIC, CITY CLERK DATE

Marcos Martinez
Marcos Martinez (Mar 8, 2021 16:57 MST)

SENIOR ASSISTANT CITY ATTORNEY — DATE: Mar 8, 2021

MARY MCCOY, FINANCE DIRECTOR — DATE

CRS # OR SS #

PARTNER'S SIGNATURE DOES NOT CONSTITUTE AUTHORITY TO INITIATE SERVICES.
RECEIPT OF A PURCHASE ORDER IS THE ONLY AUTHORIZATION TO START SERVICES.

PROOF OF INSURANCE ATTACHED HERETO AS ATTACHMENT #1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : Safety National	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0023	07/01/2020	07/01/2021	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

City of Santa Fe, Office of Economic Development
500 Market Street Station
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/29/2021

ISSUE NO. 7h

Consideration of Memorandum of Agreement (MOA): A partnership between the Santa Fe Public Schools and the Economic Development Department to provide temporary staff. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Public Works and Utilities Committee: 03/29/2021
Finance Committee: 04/05/2021
Governing Body: 04/14/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously to forward to 4/5/2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: **March 19, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Regina Wheeler (Mar 23, 2021 12:12 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director JRM

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator RGM

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 900,000.00

Term: 10/30/2022

Approved Exemption

Fran Dunaway (Apr 6, 2021 10:31 MDT)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico

memo

Date: March 23, 2021

To: Governing Body

Via: Regina Wheeler (Mar 23, 2021 12:12 MDT)

Regina Wheeler, Public Works Department Director
Javier Rosado, P.E. Engineering Division Director Javier Rosado (Mar 23, 2021 10:20 MDT)

From: Romella Glorioso-Moss, Public Works Project Administrator

Subject: NMDOT Cooperative Agreement - S100660 Canada Rincon Trail

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ITEM AND ACTION:

Approval of NMDOT Cooperative Project Agreement to Construct S100660 "Canada Rincon Trail from Calle Mejia to Camino Francisca/Avenida Rincon" project.

ITEM A: Request for Approval of Cooperative Project Agreement CN S100660 "Canada Rincon Trail from Calle Mejia to Camino Francisca/Avenida Rincon" with NMDOT in the amount of $900,000.00 terminating on October 30, 2022.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $768,960.

BACKGROUND AND SUMMARY:

The City has received funding from the Federal Highway Administration's Transportation Alternative Small Urban Funds for $900,000 to construct the Canada Rincon Trail – a 0.38 mile connection from Calle Mejia to Camino Francisca/Avenida Rincon.

This project, which was initiated in 2015 and is in Santa Fe Metropolitan Transportation Plan priority projects since 2012, will improve the overall connectivity within the City's non-motorized urban trail/on-street system. The proposed trail would provide for direct and permanent access between the existing trials/on-street network lying to the north of Camino Francisca and destinations to the south (downtown, River Trail etc.).

The engineering design plan which was completed in 2017 is being updated to comply with the federal regulations. The final design (plans, specifications and estimates) is anticipated to be submitted to NMDOT for review in May 2021. We anticipate to bid this project by June 2021 and start construction soon after.

As specified in the attached Cooperative Project Agreement NMDOT's share is $768,960 (85.44%) while the City's share is $131,040 (14.56%). Since this project is prioritized for funding in the City's Impact Fees Capital Improvement Plan 2021-2027, upon Council's approval of the attached Agreement, Staff will request the Capital Improvement Advisory Committee (CIAC) to allocate the City share of $131,040.

This agreement will terminate on October 30, 2022. The MUNIS contract number is 3202591

ATTACHMENTS:
Cooperative Project Agreement
Budget Adjustment Resolution (BAR)
Exemption Determination Request
Summary of Contracts
Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100660**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100660 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2021 TRANSP. ALT. SMALL URBAN(TAPS) Funds**
   Department's 85.44% share $768,960
   Construct Canada Trail Connection .38 mile Calle Mejia to Camino Francisca Streets.(Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100660.)
2. **City's matching 14.56% share** $131,040
   For the purpose stated above.
3. **The Total Project Funding for Construction Work** $900,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **10/30/2022.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-221.8220
E-mail: Sharonr.Cruz@state.nm.us

District T/LPA Coordinator
James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-231-1139
E-mail: James.Mexia@state.nm.us

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: eunice.cazares@state.nm.us

Local Agency
Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Mar 5, 2021
Aaron Frankland, Deputy General Counsel (Mar 5, 2021 17:48 MST)
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Mar 15, 2021
Marcos Martinez (Mar 15, 2021 08:41 MDT)
CITY OF SANTA FE Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/30/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$768,960**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

S100660 Construction Agreement

Final Audit Report 2021-03-06

Created:	2021-02-23
By:	Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVbTUspFzBvBS8-iXjBRL69uiu2BP8Y0L

"S100660 Construction Agreement" History

Document created by Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
2021-02-23 - 11:22:35 PM GMT- IP address: 174.62.11.113

Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2021-02-23 - 11:23:38 PM GMT

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2021-02-25 - 4:33:55 AM GMT- IP address: 45.41.142.192

Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2021-03-06 - 0:48:23 AM GMT - Time Source: server- IP address: 73.127.209.57

Agreement completed.
2021-03-06 - 0:48:23 AM GMT

Adobe Sign

EXHIBIT B

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering	3/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3309980	572970	GO18355BW	768,960	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150		(768,960)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget for Acequia Trail from Rufina to San Felipe NMDOT State Appropriation of $256,320.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Romella Glorioso-Moss 3/19/2021
Prepared By *{print name}* Date

Javier Rosado
Javier Rosado (Mar 23, 2021 10:20 MDT)
Division Director Signature *{optional}* Date

Regina Wheeler (Mar 23, 2021 12:12 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Apr 5, 2021 17:32 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation

Procurement Title: S100660 Canada Rincon Trail Cooperative Project Agreement - Construction

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 Staff Name Romella Glorioso-Moss

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:

Romella Glorioso-Moss — Project Administrator — 03/19/2021

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

Fran Delaway (Apr 6, 2021 [illegible] MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202591**

Contractor: **New Mexico Department of Transportation**

Description: **Construction of Project Control No. S100660 Canada Rincon Trail from Calle Mejia to San Francisca Streets. NMDOT's portion is $768,960 while City match is $131,040.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **10/30/2022**

☑ Approved by Council Date: **Pending**

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 Delaway (Apr 6, 2021 8:31 MDT) — Apr 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt 13-1-98 A. & City of SF Procurement Manual IV. 1 entity to entity

4. **Funding Source:** **3309980** **Org / Object:** **3309980.572970**

Alexis Lotero (Apr 5, 2021 17:40 MDT) — Apr 5, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

NMDOT - Cooperative Agreement & BAR Packet

Final Audit Report 2021-03-23

Created:	2021-03-23
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi_BEwueimW2WU0WBYdtuJmxKjZ1Oc2kN

"NMDOT - Cooperative Agreement & BAR Packet" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-03-23 - 4:08:37 PM GMT- IP address: 63.232.20.2

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2021-03-23 - 4:10:49 PM GMT

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2021-03-23 - 4:18:22 PM GMT- IP address: 104.47.65.254

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Signature Date: 2021-03-23 - 4:20:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-23 - 6:11:05 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-03-23 - 6:12:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-23 - 6:12:13 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **March 15, 2021**

TO: **Governing Body**
Finance Committee
Public Works and Utilities Committee

VIA: **Regina Wheeler, Director, Public Works Department** RW
Noel Correia, Director, Parking Division npc

FROM: **Matthew Knowles, Contract Administrator** MPK

ITEM AND ISSUE:
Request for the Approval of Amendment No 1 to an Information Technology Agreement to extend the Term to August 31, 2022 and to proportionally increase the compensation from six hundred fifty four thousand dollars ($654,000.00) for three (3) years to one million ninety thousand dollars ($1,090,000.00) for five (5) years for Parking's Citation Administration and Revenue Reconciliation System; Conduent State and Local Services, Inc. (Conduent); Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

BACKGROUND AND SUMMARY:
At their August 9, 2017 meeting, the Governing Body approved a three year Agreement with Conduent State and Local Solutions, Inc. (#17-0858) to provide the Parking Division with software and implementation services for a Parking Citation Administration and Revenue Reconciliation System. Parking Enforcement Officers use this system to generate citations and record evidence through their handheld devices. This system also records citation related data including penalty accruals and automatic constituent notification activities in its database. Finally, this is the system through which all citation payments are made and recorded; including in-person, mail in, and online payments. In 2020, $102,561.90 were collected as a result of Conduent's delinquent citations' collections efforts. A total number of 1,424 delinquent unpaid citation accounts were turned over to the Collections Agency and 1,123 delinquent accounts were resolved.

This Amendment extends the term of the original agreement to the five year maximum allowed in the agreement, and gives the Parking Division the time needed to undertake and complete an RFP procurement process.

PROCUREMENT METHOD:
The original Agreement was the result of RFP '17/04/P which was issued on September 9, 2016. In the memo recommending approval of that original Agreement, Conduent was described as having clearly demonstrated that their program was the superior solution. Continuing to use their program while the RFP procurement process is undertaken is in the City's best interest.

CONTRACT NUMBER:
The FY20 Munis contract number is 3201227.

FUNDING SOURCE:
Fund Name/Number: PW Parking/Fund 535
Munis Org Name/Number: Parking Accounting/5350452

Munis Object Name/Number: Service Contracts/510310
The Parking Division budgets $218,000 annually for these services.

ACTION REQUESTED:
The Parking Division respectfully requests your review and approval.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CONDUENT STATE AND LOCAL SOLUTIONS
DBA: CONDUENT STATE AND LOCAL SOLUTIONS

Business Location: 518 17TH ST SUITE 300
DENVER, CO 80202

CRS Number: 03182996001

Owner: CONDUENT STATE AND LOCAL SOLUTIONS

License Number: 228912

License Type: Business License - Renewable

Issued Date: January 13, 2021

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: January 13, 2022

Fees Paid: $10.00

CONDUENT STATE AND LOCAL SOLUTIONS
518 17TH ST SUITE 300
DENVER, CO 80202

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

Item#_____
Munis Contract #3201227

CITY OF SANTA FE
AMENDMENT No. 1 TO
INFORMATION TECHNOLOGY AGREEMENT
ITEM#17-0858

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated August 9, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Conduent State and Local Solutions, Inc. (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 continue to provide the software and implementation services for the Parking Division's Parking Citation Administration and Revenue Reconciliation System as outlined in the Scope of Work outlined in Exhibit A.

B. 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. COMPENSATION:

Article 3, Part B of the Agreement is amended by deleting "three-year" and replacing it with "five-year," and by deleting "six hundred fifty four thousand dollars ($654,000.00)" and replacing it with "one million ninety thousand dollars ($1,090,000.00)."

2. 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 shall terminate on August 31, 2022.

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. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Conduent State and Local Solutions, Inc.

_____
HOLLY COOPER, VICE PRESIDENT

DATE: February 23, 2021
CRS # 03-182996001
Registration # 228912

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 11, 2021 10:14 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
5350452/510310 AL
Org. Name/Org.# AL

2021 02 11 Amendment 1 Conduent Term and Compensation

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvMAZpSvmByCqdvewNm2eh9han8qBreuk

"2021 02 11 Amendment 1 Conduent Term and Compensation" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 5:08:02 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 5:11:38 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 5:14:01 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 5:14:14 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 5:14:14 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201227

Contractor: **Conduent State and Local Solutions**

Description: **An Amendment to IT Agreement #17-0858 for to extend the Term to August 31, 2022 and to proportionally increase the compensation for Parking's Citation Administration System.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **09/01/2017** Term End Date: **08/31/2022**

☑ Approved by Council Date: **08/09/2017**

Contract / Lease: Host and Support Parking's Citation Database

Amendment # **01** to the Original Contract / Lease # **17-0858**

Increase/(Decrease) Amount $ **From $654,000.00 for 3 years to $1,090,000.00 for 5 years.**

Extend Termination Date to: **08/31/2022**

☐ Approved by Council Date:

Amendment is for:

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 # 17/04/P**

Fran Dunaway (Apr 7, 2021 [illegible] MDT)

Purchasing Officer Review: Date: Apr 7, 2021

Comment & Exceptions: the term of this contract has expired? was not renewed -

4. **Funding Source:** **PW Parking 535** **Org / Object:** **5350452/510310**

Alexis Lotero (Apr 2, 2021 16:48 MDT)

Budget Officer Approval: Date: Apr 2, 2021

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:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2021

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.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: ACS.CertRequest@marsh.com

CONTACT NAME: Lauren Giangrande, Senior Vice President
PHONE (A/C, No, Ext): 212 345 8869 **FAX (A/C, No):**
E-MAIL ADDRESS: Lauren.Giangrande@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D : ACE Fire Underwriters Ins. Co.	20702
INSURER E :	
INSURER F :	

INSURED
Conduent Incorporated
100 Campus Drive, Suite 200
Florham Park, NJ 07932

COVERAGES **CERTIFICATE NUMBER:** NYC-010998122-05 **REVISION NUMBER:** 2

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			HDOG71568234	01/01/2021	01/01/2022	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			ISAH25311528	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC67818684 (AOS)	01/01/2021	01/01/2022	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WLRC67818647 (AZ, CA, MA)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC67818726 (WI)	01/01/2021	01/01/2022	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe and The Government of the District of Columbia are additional insured under the above general liability but only with respect to liability arising from negligent acts or omissions of Conduent Business Services, LLC and to the extent required by written contract.

CERTIFICATE HOLDER
City of Santa Fe
500 Market St #200
Santa Fe, NM 87501

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Lauren Giagrande Lauren Giangrande

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Conduent State and Local Solutions, Inc.

Procurement Title: Amendment No. 1 to IT Agreement #17-0857

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 PW, Parking 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: _____

Matthew P. Knowles	Contract Admin.	03/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway

Fran Dunaway (Apr 7, 2021 08:36 MDT)

Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

PWD PARKING 17-0858 CONDUENT STATE AND LOCAL SOLUTIONS 1 R1

Final Audit Report 2021-04-05

Created:	2021-04-01
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAfWVW9g-LFTEuif7yOeV3TJUJzbL8LYIJ

"PWD PARKING 17-0858 CONDUENT STATE AND LOCAL SOLUTIONS 1 R1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-04-01 - 8:51:13 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-04-01 - 8:56:49 PM GMT

Restricted visibility Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-04-02 - 10:44:02 PM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-04-02 - 10:48:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-04-02 - 10:48:49 PM GMT

Restricted visibility Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-04-05 - 3:40:41 PM GMT- IP address: 104.47.65.254

Document declined by Fran Dunaway (fadunaway@santafenm.gov)
2021-04-05 - 10:29:37 PM GMT- IP address: 63.232.20.2

ITEM # 17-0858

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe's Parking Division, hereinafter referred to as the "City" and **Conduent State and Local Solutions, Inc.**, 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. 17/04/P Software and Implementation Services for a Parking Citation Administration and Revenue Reconciliation System 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 "go live" of the services as defined herein by the Contract Manager of the City.

B. "Business Days" shall mean Monday through Friday, 8:00 a.m. (MST or MDT) to 5:00 p.m. except for federal or state holidays.

C. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

D. "IT Director" shall mean the Information Technology Director for the City.

E. "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.

F. "Contract Manager" shall mean a Qualified persons from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Compliance Analyst shall be Sara Smith Contracts Analyst; the Contract Performance Manager shall be Margie Wagner, Parking Administrative Manager, and overall contract management will be provided by Parking Division Director Noel Correia.

G. "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.

H. "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 but excludes Contractor Intellectual Property.

I. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

J. "DoIT" shall mean the Department of Information Technology.
K. "DFA" shall mean the Department of Finance and Administration;
L. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the installed version of the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction. Enhancement only applies to the changes to the installed versions or updates and/or upgrades that are released at no cost but does not include new software versions or platforms or required migration to newer systems due to end of life support from third party.
M. "GRT" shall mean New Mexico gross receipts tax.
N. "Intellectual Property" shall mean any and all proprietary information developed solely pursuant to the terms of this Agreement exclusively for City.
O. "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.
P. "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. Know How excludes configuration(s) or other adjustments to Contractor Intellectual Property for performance of this Agreement.
Q. "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 and/or contain the monthly fees for services provided.
R. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
S. "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 Compliance Analyst, Contract Performance Manager and Parking Division Director Noel Correia.
T. "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 Margie Wagner, Parking Administrative Manager, or his/her Designated Representative.
U. "Qualified" means demonstrated experience performing activities and tasks with Projects.
V. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to the established Statement of Work requirements and agreed to design specifications.
W. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
X. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
Y. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
Z. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

AA. "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.

BB. "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.

CC. "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.

DD. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

EE. "Contractor Intellectual Property" means all pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to eTIMS® and City Sight software as well as designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications, configurations and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Contractor prior to this Agreement, or if developed after execution of this Agreement, then developed independently of this Agreement in the normal course of Contractor's operations for general use by clients.

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. The Contractor hereby grants to the City a royalty free, non-exclusive, revocable software license for the use of Contractor's proprietary software provided by or through the Contractor as a component of the Program commencing as of the Effective Date and ending upon the termination of the Agreement. The City will have no right to modify, copy, sublicense the software and/or any updates corrections and/or revisions of Contractors proprietary software during the term of this Agreement and the City has no right to contractor's source code.

E. Source Code. The Parties agree the City has no right to contractor's Source Code.

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 city parking specific data stored on eTIMS ® and City Sight databases on behalf of the City on the Contractor's servers or maintained within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Parties agree that various personal information from State Motor vehicle departments has separate rights from all other Data which will be defined by the governing agreements by the various state motor vehicle departments. 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.
4. End of Life/Enhancement/Upgrades. Any such change in software by a third-party end of life, system upgrade or Enhancement that is at no cost to parties and / or requires additional modification of existing provided software will be negotiated and if acceptable by both parties be amended to the scope of work as well as any additional fees.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Services, the City shall pay the Contractor a not to exceed price, per the schedule outlined in Exhibit B. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable travel expenses.

Contractor shall invoice monthly for performance of the Services provided by Contractor. Upon receipt and verification of Contractor's invoices, submitted monthly to the Project Manager, City will pay Contractor within forty five (45) days undisputed invoice amounts for service provided for the previous month. Contractor's monthly and final invoices shall be accompanied by sufficient backup information as required by the Project Manager.

B. Payment. The total compensation for the three-year term under this Agreement shall not exceed six hundred fifty four thousand dollars ($654,000.00) excluding New Mexico gross receipts tax, and excluding delinquent collections fee and credit card processing fee which are paid by the motorist. 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. In any event, Contractor shall have no obligation to perform hereunder in the event the City does not pay Contractor undisputed amounts, as provided for hereunder or if funds have not been appropriated for payment under this Agreement.

Payment shall be made 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 forty five (45) days of the date of receipt of invoice. 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. 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. Performance Bond. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of project implementation and the start of "go live" which is the City's use of core services and functionality, which include City's use of the citation enforcement issuance software and Contractor's processing of citations and collections of citations, Contractor shall invoice monthly performance of the Services by Contractor.

B. Acceptance.

1. "Go Live" Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live" are Accepted:

   To facilitate Go Live deliverable acceptance, Contractor to provide City with a deliverable acceptance grid for City's review and use in acceptance.

   If the Go Live Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

   After the City has accepted the "go live" phase of services no additional approvals or acceptances are required for payment of monthly Service fees earned by Contractor for services provided by Contractor.

   The parties agree that the Contractor will be Accepted or deemed Accepted and therefore allowed to submit invoices at the earlier of either 1) Acceptance in writing or 2) 90 days from contract execution.

2. System Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Performance Manager shall determine if the Deliverable provided meets specifications. The Contract Performance Manager, in conjunction with the Contracts Compliance Analyst, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable(s) at "go live":

a. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
b. Complies with the terms and conditions of RFP No. 17/04/P;
c. Meets the performance measures for the Deliverable(s) and this Agreement;
d. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
e. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Performance Manager or their Designated Representative, the Contract Performance Manager will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Contract Performance Manager receives the Deliverable(s).

C. Rejection. Unless the Parking Division Director gives notice of rejection of the "go live" phase within the fifteen (15) Business Day of submission for the 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 Performance Manager receives the Deliverable(s), the Parking Division Director 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 Parking Division Director with all appropriate corrections or modifications made and/or addressed. The Parking Division Director and Contract Performance 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 Parking Division Director. 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 three years from the date of acceptance by the City or upon completion of the services covered herein, whichever occurs first, unless terminated pursuant to Article 6. The parties shall have two (one-year) options to extend this Agreement such option to be effective upon an executed extension. The contract term, including extensions and renewals, shall not exceed five (5) years, except as set forth in Section 13-1-150 NMSA 1978.

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) or Performance Measures in Article 2 above, 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 upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for (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 B, "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 effective date of the termination stated in the notice of termination plus termination fee, as stated in Contractor's pricing matrix; 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 excluding Contractor Intellectual Property;
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, the termination fee as provided for in the Contractor's pricing matrix and any monthly services fees for services provided;
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 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 subsequent vendor or the City; and (2) cooperation with the City and the subsequent vendor or the City in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, documentation, system turnover plan, Know How, Intellectual Property and other materials designated as Deliverables, whether provided by the City or created by the Contractor under this Agreement solely for the City, to the City. 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 as identified as Deliverables and excluding Contractor Intellectual Property, whether provided by the City or created by the Contractor solely for the City 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 agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the negligent or wrongful acts or omissions of the contractor or its officers, employees or agents in performance of this Agreement.

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

A. Ownership. The Contractor will own the Contractor 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 authorized use of a Conduent product or service (Contractor Intellectual Property) 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 that was not utilized but paid for by the City, 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, valid for the term of this Agreement, encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. 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 forty-five (45) 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 forty-five (45) 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 - 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 Parking Division Director. 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 B;
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 Contracts Compliance Analyst shall draft a written Change Request for review and approval by the Parking Division Director 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, including additional costs, if applicable.

2. The Parking Division Director 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 Parking Division Director are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

3. Notification via email from City to Contractor is acceptable as Notice To Proceed with Change Request.

C. Other Optional Services. In the future during this contract term, the City may purchase additional equipment or services under the auspices of this contract from the Contractor. This equipment or services will be purchased/ performed for the City after mutually agreed upon scope and pricing and may include services and equipment such as off street parking revenue control equipment and peripherals, electronic citation issuance devices, license plate recognition equipment or other equipment or services. In addition, in the event that enabling legislation is passed allowing the issuance and enforcement of speed violations using photo enforcement, Conduent and the City may negotiate a new contract and any associated amendments to authorize Conduent to act as the City's automated speed enforcement vendor. Pricing and terms specific to automated speed enforcement must be mutually agreed upon by both parties.

ARTICLE 14 – DEFAULT/BREACH

A. In case of Default and/or Material Breach and failure to cure by the Contractor, the City may procure the goods or Services from another source. At time of serving notice of Default and/or Material Breach to the Contractor, City may direct, in writing, Contractor to continue to provide services until a specified date and Contractor shall continue to provide those services unabated. City will continue to timely pay Contractor for services provided until the specified date. City's rights to Contract Liquidated Damages or service level penalties are not impacted by this Article. Should Contractor fail to continue providing services during this period the Contractor's liability is limited to the difference, if any, between Contractor's then current fees and the new contractor's fees for a period not to exceed six (6) months, including reasonable upfront costs incurred by the City during transition to a new contractor.

B. Should the basis for the termination due to Default and/or Material Breach be such that the City determines that any continuation of Services with the Contractor represents too great a risk to the City or its constituents, the City may terminate services immediately, after which Contractor shall have no obligation to continue providing services, and no obligation to reimburse the City or any third party to provide those services.

ARTICLE 15 – EQUITABLE REMEDIES

A. Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the City irrevocable harm and that a remedy at law for such a failure could 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

A. 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, any remedy that may exist under law or equity from the negligent act or omission of the Contractor, its officers, employees, or agents, giving rise to the cause of injury to such person in performance of this agreement. Neither party shall be liable, under any circumstances for any anticipatory or lost profits, lost revenue, special, consequential, punitive, exemplary, incidental, or indirect damages of any kind (collectively "non-direct damages") resulting from the performance or non-performance of its obligations under this Agreement.

B. Contractor's total aggregate liability under this Agreement shall not exceed total billings to the City by the Contractor for the base three-year contract period.

C. Contractor's annual aggregate liability under this Agreement for any Contract Liquidated Damages (Section 10, Section 18, Section 54) or service level penalties (Section 22, Section 24, Section 27, Section 47, Section 58, Section 61, Section 62, Section 75, Section 85, Section 90, Section 91, Section 93, Section 115) shall not exceed the highest monthly billing amount within a contract year excluding reimbursable costs to the City by the Contractor.

ARTICLE 17 – ASSIGNMENT

A. 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

A. 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 known liabilities, claims and obligations whatsoever arising from or under this Agreement.

B. The City's final payment of the amount due under this Agreement shall operate as a release of the Contractor, its officers and employees from all known liabilities, claims and obligations whatsoever arising from or under this Agreement. It does not limit the Contractor's liability from any unknown liabilities, claims and obligations whatsoever arising from or under this Agreement. Final payment by City will not be due to Contractor for items that are in dispute until disputed items are resolved, including liquidated damages if any.

ARTICLE 20 – CONFIDENTIALITY

A. Any Confidential Information provided to the Contractor by the City or, delivered to the City 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. City will deliver any known Confidential Information identified by Contractor, in writing at time of contract signing, that is still in its possession within thirty (30) Business Days of such termination. This Article does not require City to archive any Confidential Information provided to the City by the Contractor during the contract term.

ARTICLE 21 –CONFLICT OF INTEREST

A. The Contractor warrants that it presently has no interest and shall not knowingly 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

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 (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. Notwithstanding anything to the contrary, in no event shall Contractor be required to provide Authority with copies of or access to any proprietary financial records that contain cost or expense related information including, but not limited to, journal entries. Access to financial records shall be solely provided for the purpose of verifying the accuracy of invoices and shall not include Contractor's costing rates, actual costs, profit or other proprietary data.

ARTICLE 23 - AMENDMENT

A. 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 B;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

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

A. 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
Sara Smith, Contracts Analyst
City of Santa Fe Parking Division
sjsmith@ci.santa-fe.nm.us
505-955-6674
PO Box 909, Santa Fe, NM 87504-0909

For CONTRACTOR
Kathryn McIntyre, Program Manager
Conduent State and Local Solutions
Kathryn.mcintyre@conduent.com
303-295-2860
518 17th Street
Denver, CO 80202

With a Copy to:
Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876
ATTN: Contracts Department

B. 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 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 27 – SURVIVAL

A. The Articles entitled Intellectual Property and Confidentiality shall survive the expiration or termination of this Agreement.

ARTICLE 28 – TIME

A. 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

A. 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.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

CONTRACTOR:
CONDUENT STATE & LOCAL SOLUTIONS, INC.

see attached

MICHAEL M. DAVIS, VICE PRESIDENT

DATE: _____

CRS # 03-182996001
Business License # 17-00144538

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CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

CONTRACTOR:
CONDUENT STATE & LOCAL SOLUTIONS, INC.

MICHAEL M. DAVIS, VICE PRESIDENT

DATE: 08-28-2017

CRS # 03-182996001
Business License # 17-00144538

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 8/9/17

8/31/17

DATE FULLY EXECUTED

APPROVED AS TO FORM:

Kelley A. Brennan

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson

ADAM JOHNSON, FINANCE DIRECTOR

52151.563100
Business Unit/Line Item

EXHIBIT A - SCOPE OF WORK
CONDUENT STATE & LOCAL SOLUTIONS, INC.
CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM

1.0 Functional Areas

The following table contains the list of functional areas of the Citation Administration and Revenue Reconciliations System (CARRS) system.

Table 01: Functional Areas

No.	Functional Area	No.	Functional Area
1	Electronic Citation Issuance and Reporting System (ECIRS)	4	Special Collections System (SPS)
2	Enforcement Management System (EMS)	5	Marketing and Revenue Generation Program
3	Parking Citation Processing System (PCPS)	6	Noticing and Correspondence

The List of Functional and Technical Requirements/Capabilities presented in Exhibit C contains the detailed functionality the City requires within each functional area and Contractor's compliance with the system(s).

Furnishing of New Handheld Units: Electronic Citation Issuance hardware and accessories, including printers, will be provided by the City.

The Contractor shall provide the necessary software needed to integrate the handheld units with the proposed PCPS. The cost of furnishing the ECIRS in its entirety is included in Exhibit B. The Contractor shall provide the City a price guarantee which shall not exceed the proposed pricing for additional order of ECIRS components and accessories for a period of three (3) years from the contract start date.

2.0 Handheld Device Requirements

The Contractor shall provide an Electronic Citation Issuance and Reporting System (ECIRS) with features, functionality and services listed below at no expense to the City beyond the Citation Processing Fees identified in Exhibit B:

a) Processing of citations entered into handheld units by PEOs in the field
b) The ability to identify vehicles' RPP status, vehicles that are Scofflaws and/or reported as stolen and/or involved in felonies by VLN and VIN look-up through the handheld unit
c) The ability for a PEO to enter a personal identification number (PIN) and password for the operation of the handheld unit
d) The ability to access all data and images associated with a Citation stored in a handheld unit
e) Built-in bar code reader and digital color camera with highest available pixels
f) The ability for the PEO to capture image/s of each violation
g) Automatic printing of violation photo selected by PEO on each citation prior to issuance
h) The generation of City specified reports from data collected by handheld units
i) Simplified Training and hip-pocket reference manuals for City employees on handheld units
j) Additional options pertaining to handheld units as outlined in System Enhancements
k) The automatic capture of PEO tasks and time spent from handheld units
l) The ability to manually input PEO tasks and enforcement time spent into handheld units; and

The system will integrate the PCPS and the ECIRS to upload citations and download information to handheld units through VIN or VLN.

3.0 ECIRS Requirements

The Contractor shall provide an ECIRS system with the following features, functionality and services at no expense to PVB beyond the Citation Processing Fees identified in Exhibit B:

a) Transfer of Citation data from the handheld units to the City's and/or Contractor's processing facility
b) Two-way electronic transfer of Citation data between the ECIRS and the PCPS in a manner that eliminates the need for physical counting, batching and delivery of Citations
c) Management and maintenance of the current ECIRS or replacement of current system components with PVB's prior written approval of any proposed replacement system
d) Comprehensive reference manuals for PVB's operations and management personnel in the full use of the ECIRS or any replacement system implemented during the term of the Agreement, including instructions for and software, and ongoing system support
e) Additional options pertaining to ECIRS as outlined in System Enhancements

4.0 ECIRS Computer Access

City provide all computer workstations for the purpose of ECIRS computer access.

Information stored and maintained in the ECIRS must be accessible from computer workstations attached to City's WAN/Internet.

5.0 ECIRS – PCPS Connectivity

The ECIRS must operate in an integrated fashion with the PCPS. Transfer of data between the two systems must use a high-speed communications link that will protect the security of the data.

The ECIRS must have the capability to verify that the Citation records transferred are identical to the Citation records transmitted.

6.0 Data Transfer Process

The Contractor must ensure the integrity of all data transmission, including reconciliation of the number of Citations transmitted with the number received and processed.

The downloading process from the handheld units to the PCPS must be fully automated and not require manual intervention.

Data transfer between the PCPS and ECIRS must include VLNs of vehicles eligible for booting as well as stolen vehicles and vehicles involved in felonies. The ECIRS must merge and post such VLNs and vehicle status as eligible for booting, towing or identified as stolen into appropriate, designated tables programmed into the software of the handheld units.

7.0 Data Security

The transfer of data from ECIRS to PCPS must be secure. Data security shall be fully PCI compliant throughout the Term of the Agreement.

8.0 Field Maintenance Requests

The ECIRS must provide the ability to use the handheld units to capture various Field Maintenance Requests for specific meters, signs and curb painting throughout City of Santa Fe. Field Maintenance Requests must be transmitted directly to the PCPS upon upload to the ECIRS. Transmissions shall be sent via email to the Maintenance Supervisor and other designated personnel email accounts.

9.0 Support and Maintenance

The Contractor shall at all times provide maintenance and support services for all software, equipment and systems supplied pursuant to the Agreement.

10.0 Contract Liquidated Damages

Failure of the Contractor to ensure the integrity of the transmission and reconciliation of the number of Citations transmitted on a daily basis with the number received and processed on a daily basis shall result in a credit to PVB of $250.00 per daily reconciliation incident.

Failure to electronically download information from the handheld units to the PCPS will result in a credit to PVB of $250.00 for each batch download incident that results in lost data plus actual citation value. This penalty will not be invoked if the failure is due to failure of 3rd party wireless coverage or local environmental elements such as WIFI or LAN issues or issues that are outside of Contractors control, damage of a physical device that impacts its communications capabilities, or failure by enforcement officers to properly dock the handheld.

Failure of the Contractor to adhere to the schedule for installation, training and/or implementation of the new system, once approved by PVB, shall result in a credit to PVB of $1,500.00 for each calendar day of delay, unless written approval from PVB for the delay is secured before the deadline for the task has passed. Contractor will implement system i.e. "go live" in 90 days.

Failure of the system to maintain security data (PCI-DSS) with on-line payments information from Web or phone will result in a credit to PVB of $1,500.00 per security incident.

11.0 Enforcement Management System (EMS)

The second component of the CARRS consists of procurement of a comprehensive Enforcement Management System (EMS) that receives new and updated data from the handheld units and allows:

a) Computerized tracking of deployment of resources from the handhelds and manual entry of daily activity log; this allows efficient planning and deployment of Enforcement Unit personnel
b) The use of handheld units to report Field Maintenance Requests

12.0 System Requirements

The Contractor shall provide a comprehensive EMS that receives new and updated data from the handheld units of the ECIRS and allows manual input of the daily activity logs. The EMS shall provide the following functionality, features and services:

a) Tracking of activities performed by PEOs including but not limited to:
    1) Work Detail (e.g. Driveway Complaints, Residential Permit Parking, Commute Tow, General Enforcement, Abandoned Vehicle, Booting of vehicles, etc.)
    2) Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, and Administrative Tasks)
    3) Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing, etc.)
    4) Supervisor/PEO designation
b) On-line, real-time entry of daily field activities of PEOs and other agency personnel who issue Citations.
c) User-friendly retrieval of the records of all PVB employees who issue Citations. Record retrieval must be capable of being initiated by entering the issuer's name, badge number, their Supervisor's name or by entering dates or date ranges
d) The capability to interface with the ECIRS and to incorporate manually entered data
e) PCPS database interface to capture and record the number of Citations issued by type of violation and by the number of Citations issued for each type of violation by issuer
f) Display of all the information for every Citation issued during any time range specified by the PVB
g) The EMS must include the following fields:
    1) Badge number, name area and regular beat assignment (pre-assigned)
    2) Patrol date
    3) Supervisor's badge number and name of each subordinate PEO
    4) Assignment at time of task (may be an assignment that differs from the regular beat assignment)

5) Types of field duty and amount of time worked
6) Non-field duty times and
7) Citation issued by date, time, location and violation category

13.0 EMS Online Real-time Maintenance

The system shall have the ability to provide on-line real-time maintenance of a complete catalog of parking enforcement supervisory assignments of PEOs. The PCPS must accommodate changes in personnel and assignments, including temporary assignments. At a minimum, the system shall provide information on:

a) PEOs
b) Supervisors
c) Work Detail and
d) Type of Assignment.

14.0 Tracking at PEO Badge Number Level

The system shall track activities performed by a PEO within an assigned shift. The information will be tracked by the PEO badge number and police district assignments, and will report Work Detail, Type of Assignment and Work/Non-Work Status, location of Citation issued, as indicated above. The system will also obtain data from the PCPS and ECIRS to update Citation information as required in reports.

15.0 Tracking at Supervisor Level

The system shall track activities performed by PEOs for functions by squad, under Supervisor responsibility on a daily basis. The system must allow for PEOs to report to more than one Supervisor in a day. The system should generate both regularly scheduled and on-demand reports that show what amount of time was put forth at the PEO badge number level for the various functions within the Supervisor responsibility or squad assignment.

16.0 Management Reporting of Activities

The system shall have the ability to:

a) Accommodate and document real-time adjustments to assignments at the PEO badge number and Supervisor/Squad level, and reflect assignments of one PEO to more than one supervisor and/or one Supervisor to multiple assignments, squads or work details.
b) Group activities by type, to reflect percentage of workday spent on a particular Type of
c) Assignment, location, Work Detail, or Work/Non-Work Status, by PEO badge number and at the Supervisor level, so that all available hours worked during each 24-hour period are accounted for and documented seven days per week, including weekends and holidays.
d) Document overtime hours worked by badge number and at the Supervisor level, and describe work detail, type of assignment and non-work status.
e) Assist management of the Enforcement Division to evaluate day-to-day activity assignments and patrol strategies over time.
f) Allow for table updates and audits for quality of data in real time.

17.0 Statistical Reports on Productivity Online

The system shall provide PVB with operational on-line, real- time reports of PEO activities by PEO, location, unit assignment and enforcement area.

Citywide statistics must be available for any specified time period. The following management and operational reports are required:

a) PEO activity summary
b) PEO activity detail and
c) Summary of productivity reports

18.0 Contract Liquidated Damages

Failure of the Contractor to provide the Enforcement Management System in accordance with Contract specifications within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of $500.00 for each calendar day delayed unless a written extension of the deadline for providing EMS is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Contractor's system shall be capable of generating Management Reports within ninety (90) days of the Contract Approval Date. Failure of the Contractor to provide the required Management Reports within ninety (90) days of the Contract Approval Date shall result in a credit to PVB of $500.00 for each 24-hour period of delay, unless a written extension of the deadline for providing Management Reports is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

19.0 Parking Citation Processing System (PCPS)

The primary functions of the PCPS are the processing of Citations received either from handheld units or from manually written Citations; MVD interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits, Scofflaw booting and tracking and Customer service support. In addition to these primary applications, PVB intends to automate several other applications that are discussed below. The PCPS shall be fully PCI compliant during the entire term of this contract.

The Contractor shall provide all software and services for a PCPS that is fully integrated with the ECIRS, with the following features, functionality and services, at no expense to PVB beyond the per-Citation price identified in the Cost Proposal:

a) Ability to record new Citations issued, including identification of the issuing agency
b) Ability for the PVB and the public to make online, real-time Citation inquiries
c) Ability to interface on-line or via 3rd Party in batch with New Mexico MVD
d) Cashiering/ Payment Processing/Noticing/Refund and Audit functions
e) Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing requests
f) General Citation data storage and management, along with flexible reporting options
g) Residential Permit Issuance and Management System
h) Capture boot/tow status on handheld
i) Data entry services for handwritten Citation records; citations will be imaged by City and image file sent to Conduent
j) Printing and distribution of notices (see Section 9)
k) Training and user manuals for PVB staff on PCPS and system maintenance requirements
l) Maintenance support services for software
m) Additional options pertaining to the PCPS as outlined in Section 2

20.0 Citation Processing

The Contractor shall provide all software and technical support for all phases of Citation processing, from initial entry of a Citation into a database to final closure by payment, dismissal, or other Disposition. However, with the exception of initial data entry of imaged file of manually written Citations to be performed by Contractor, the PVB will perform all other PCPS data entry functions.

The Contractor shall implement a complete data processing system that is capable of processing up to fifty thousand (50,000) Citations annually, including both handwritten and computer-generated Citations. The system must be able to provide active on-line retention of Citation data for at least three (3) years, and on-demand access to electronic copies or facsimiles of printed Citation records for a period of at least three (3) years.

The system will perform the following procedures:

a) For ensuring that each electronically generated Citation has a unique number of algorithms check digits to avoid duplication;
b) For providing on-demand an electronic facsimile of all Citations generated by handheld units;
c) For providing "voided" computer generated Citations that can be identified by query and identity of the person who has initiated the "void";
d) For providing electronic Citations issued to citizens who leave the scene of a violation, so that a facsimile of a Citation can be mailed to the Registered Owner within three (3) days of issuance;
e) For processing electronic Citations that are subsequently corrected so that City will mail facsimile to Registered Owner with a notice of correction;
f) For providing an audit trail that lists the status of all Citations by number, regardless of disposition (i.e. paid, damaged, destroyed, etc.).

21.0 Handheld System Interface

Contractor shall provide an automated interface with the ECIRS, such that the transfer of data records captured in the field on handheld units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS is communicated to the ECIRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the Parking Division.

The stand-alone ECIRS will transfer database files containing Citations and voided Citations to the PCPS. The PCPS must respond to the transfer of this information with the following records:

a) A file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files.
b) A file consisting of VLNs / VINs of vehicles that are eligible for or that have been reported as stolen or involved in the commitment of a crime.
c) RPP permits status validation.
d) Any code table files that have been modified since last transmission.

The ECIRS and PCPS systems shall be capable of processing electronic Citations issued to motorists who leave the scene of a violation ("drive-away") that will permit a facsimile Citation to be mailed by City to the Registered Owner within three (3) days of the issuance of a Citation.

22.0 Handwritten Citation Processing

PVB will continue to issue Citations that are handwritten and anticipates that it may continue to receive less than 3,000 handwritten Citations per year from various agencies. The Contractor will be sent these handwritten Citations and shall enter them into the PCPS for tracking. PVB's goal is to further reduce handwritten citations and any cost savings due to reduction in handwritten citations will be credited to the City. The contractor shall show PVB good faith efforts it has taken to reduce costs and credit the City savings from the cost cutting efforts.

Contractor shall perform the following procedures and activities:

a) Daily collection of handwritten Citations from PVB to be scanned and imaged by City. Image file will be sent to Contractor
b) Data entry of handwritten Citations into the system within two (2) working days of receipt by Contractor. Contractor shall review and resubmit those Citations that do not successfully update for update processing within one (1) additional working day
c) Maintenance of back-up software facilities to provide a level of redundancy sufficient to ensure that new handwritten Citations are updated to the computer database within two (2) working days of receipt by the Contractor.
d) Maintenance of clear, archive quality records of each handwritten Citation with a unique, sequential document locator number for each record.

e) Provision of readable reproductions of all records upon request from the public or PVB.
f) Reconciliation and accounting of handwritten Citations during the recording process.
g) Recording the following database elements from each handwritten Citation:
    1) Citation Number
    2) Issue Date
    3) Issue Time
    4) Agency
    5) Officer Name
    6) Officer Badge Number
    7) Registration Expiration Date
    8) Location of Violation
    9) Vehicle Make
    10) Vehicle Model
    11) Vehicle Body Type
    12) Vehicle Color
    13) VIN
    14) Violation Code
    15) Vehicle VLN, and
    16) Any comments/notes.
h) Data verification and quality control process to validate the data transcribed from handwritten Citations.
i) Checking for valid combinations of alpha or numeric data for particular fields, a check-digit algorithm to control errors in the Citation number field, and crosscheck edit of batch numbers and batch counts.
j) On-demand reporting of lists of Citations with data field errors.
k) Processing of handheld Citations issued to motorists who leave the scene of a violation ("drive away"). A facsimile Citation shall be mailed by the Contractor to the Registered Owner within three (3) working days of Citation issuance, subject to availability of registered owner's information being received from New Mexico MVD. For out-of-state vehicles, Contractor will mail a facsimile citation within two (2) days of receiving Registered Owner's information from out-of-state MVD's.
l) Researching any rejects or errors, and processing of manual data entry corrections within three (3) working days from the date the error appears on a daily report.

Failure to adhere to the deadlines described in paragraphs (b), (c) or (k) above shall result in a credit to PVB of $250.00 per calendar day of delay attributable to delay within Contractor's control.

23.0 MVD Data Integration

Under the laws of the State of New Mexico, the Registered Owner of a vehicle on record at the MVD is liable for a parking violation. The accurate and timely acquisition of Registered Owner information is critical to the success of processing Citations.

The Contractor must provide a system with the ability to retrieve vehicle-related information from the New Mexico MVD and integrate it into the PCPS. The Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. If available and facilitated by New Mexico MVD, this process will include continuous on-line, release of vehicle registration holds with the New Mexico MVD and other States' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized collection activities. Any fees charged by the MVD to support direct access will be passed through to the City as a reimbursable cost.

The Contractor shall ensure that the system will protect confidentiality with regard to all data obtained from the MVD.

Any fees charged by New Mexico MVD for continuous on-line, placements and releases of vehicle registration holds with the New Mexico MVD will be passed through to the City as a reimbursable expense. Contractor has to secure a written authorization from PVB for any additional pass-through costs not approved and included as part of the original contract prior to incurring such additional pass-through costs.

24.0 Name and Address Processing

Contractor agrees to perform the following name and address processing functions:

a) To process all MVD name and address transactions required to support PVB parking operations.
b) To interface directly or via 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD. The interface method to be used by the Contractor for obtaining the vehicle registration information from the database maintained by the New Mexico MVD will be the decision of the Contractor.
c) To process error messages resulting from returned MVD information.
d) To initiate and obtain in-state Registered Owner information within twenty-four (24) hours of a new Citation record being updated or entered into the database, subject to New Mexico MVD's approval and availability of information.
e) To perform a VLN information re-request where the initial request is returned because name and address information was not available ("no hits").
f) To ensure the accuracy of all data returned by the MVD prior to updating the Citation database.
g) To query MVD for Registered Owner information using either VLN or VIN, in accordance with New Mexico MVD's approval and availability of information.
h) To document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered notices in the Citation history and to retain and display the incorrect address information until updated information is received.
i) To schedule the processing of additional inquiries to MVD to obtain Registered Owner information when PVB determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address. Proposals shall also note how this schedule will be evaluated as the number of positive responses based upon repeat cycles.

Failure of the Contractor's system to initiate the in-state Registered Owner's information and update the Contractor's system within twenty-four (24) hours of the new Citation record being updated or entered on the database shall result in a credit to PVB of $250.00 per batch of daily citations, in accordance with New Mexico MVD's approval and availability of information. Contractor will not be responsible for delays in updating the Contractor's system that are caused by delays in the New Mexico MVD.

Contractor shall obtain New Mexico MVD Registered Owner information for all New Mexico Citations issued through nightly batch process requests to the NM MVD, in accordance with New Mexico MVD's approval and availability of information. Any direct connection to New Mexico MVD is subject to New Mexico MVD approval and granting of access to Contractor. City will be required to provide any required authorization for Contractor to obtain New Mexico MVD and any out-of-state MVD approval.

Contractor will only be responsible for providing 3rd Party services in batch processing with the vehicle registration database maintained by the New Mexico MVD and out-of-state MVDs. City will be responsible for providing access to New Mexico MVD for registered owner information look-up outside of Contractor's system.

25.0 MVD Payment Transfer Update- Option

Optional Service when legislation is passed authorizing issuing agencies in the state to mark plates for registration hold the Contractor will provide City with cost proposal for review and acceptance for providing this new service as a separate cost.

The PCPS database shall be updated with all Citation payment transaction details. Information received from the MVD about payments made to the MVD shall be reconciled with the Citation database. Because the MVD payment

and the records for the payments may come separately, the Contractor will not post MVD payment information unless approved by the PVB.

The system shall have the ability to process and account for payment transactions associated with money collected by the MVD.

26.0 Registered Owner Reconciliation

The Contractor ensures the system's ability to provide the following Registered Owner reconciliation functions:

a) The ability of the data processing system to reliably and automatically compare the issue date of each Citation with the vehicle registration date information on file at the MVD
b) The system shall use registration date information to assign legal responsibility for each Citation to a Registered Owner based on the effective date that the VLN was assigned to an individual by a motor vehicle registry. Citations issued before a change is registered shall be assigned to the previous owner
c) The ability to accommodate the manual entry and processing of registered owner name and address information to accommodate any data entry errors
d) The ability to provide on-line, real-time display of multiple Citation records for a single VLN or VIN, defined by date of ownership

27.0 Status of Protested Citations

New Mexico law requires that local jurisdictions provide an administrative protest procedure for parking violations. City Ordinance mandates that a parking Citation be contested within fifteen (15) calendar days of the date it was issued, or fifteen (15) calendar days from the mailing of a Notice of Delinquent Parking Violation.

City Ordinance requires that an Administrative Hearing with a Hearing Officer is scheduled upon request by the registered owner within five (5) business days from the receipt of a request for a hearing. The actual Hearing date will be selected based upon the Hearing Officer's schedule and availability. Therefore, the Contractor must provide a system that accurately displays all dates relevant to the status of a protested Citation, including the Citation issuance date, the date of mailing a Notice of Delinquent Parking Violation, and the date of receipt of a request for an Administrative Hearing.

The Contractor ensures the system's ability to provide Administrative Reviews and Administrative Hearings.

Failure of the Contractor's system to accurately display all dates associated with the status of a Citation subject to Protest shall result in a credit to PVB of $250.00 per incident.

28.0 Temporary Citation Record

A temporary Citation record is used by PVB when inquiries are made about a Citation or when a request is received to contest a Citation or payment mode for a record that has not yet been updated. The temporary record serves as a marker and exists as a record against which transactions are processed.

When the actual Citation record is updated to the database, temporary records shall be merged into the record with the actual Citation information. Processing dates, times and codes from the temporary marker shall be retained and permanently recorded as part of the Citation history.

The Contractor ensures the system's capability of adding a temporary Citation record to the database prior to the actual Citation being posted to the system.

29.0 Data Correction

When a Citation record is corrected the PCPS shall update the Citation record with the new data, and retain a history record of the prior data. The history transaction shall record the date, time and log-on ID of the person making the correction. The system shall have different security levels for different categories of record changes, as specified by PVB.

When crucial data fields such as violation code or VLN are corrected, the system shall automatically perform any necessary processing actions. These shall include sending a new name and address request to the MVD or reinstating a Citation into the noticing cycle.

The Contractor ensures the system's ability to permit manual correction of specified data fields on a Citation record and any automatically generated actions caused by such corrections

30.0 Citation Inquiry

The Contractor's PCPS shall provide on-line, real-time access to all Citation data, Registered-Owner-data and complete records of processing status and public contacts by phone or mail. The system shall provide such data by detail category and in a summary format. The data retrieval system shall be able to accommodate the specialized requirements of PVB's Administrative Adjudication Program and any other specialized programs within the framework of the Contractors existing system and/or as otherwise agreed to between the parties. The system shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.

The PCPS shall display cross-referenced information for the VLN, including Registered Owner name and address, name and address of any subsequent owners that have received Citations, detailed information on each Citation, total amount due, effective date of ownership, payment history data and status indicators showing certain conditions, such as a bad check or unpaid administrative Fees in our system. The information to be displayed shall be determined by PVB for each Citation. The PCPS shall have the ability to alert the user if more related data is available that is not displayed on the current data screen.

The Contractor must ensure that the system will protect the confidentiality of all data obtained from the MVD including the confidentiality of Customer MVD information.

31.0 Citation Display

The Contractor's system shall provide on-line, real-time display of Citations that share a common characteristic. For example, entering an individual VLN shall generate:

a) A display of all Citations assigned to the VLN, and if the VLN is associated with more than one Registered Owner, the system shall display the date of the change in Registered Owner;
b) The option of displaying only those Citations that are "open," with an unpaid balance owed;
c) Display of Citations that meet PVB's criteria for vehicle impound eligibility;
d) Display of all Citations currently identified by a visible indicator that further research is required when additional VLN records exist for an individual vehicle owner or operator. The system shall have the ability to display all
e) VLNs related to an individual on a summary screen to improve PVB's ability to collect Fines from owners of multiple vehicles.

32.0 Citation Detail

For each Citation record, the Contractor's system shall enable the PVB to access in an on-line, real-time mode at a minimum the following information:

a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, issue date and time, location, amount due and current processing status
b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code
c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner name and address as provided by the MVD and effective date of vehicle ownership
d) Financial Data: The original Fine amount plus the dates and amounts of any Penalties that have accrued
e) Mail Data: The mail date and description of all notices or correspondence letters mailed, including all return information such as alternate addresses

f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from the vehicle registry and the date that a registration hold was placed, confirmed and released by the MVD
g) Registry Data: The vehicle make as recorded by the MVD, the date on which ownership data was recorded and dates that indicate returned mail or registration non-renewal
h) Administrative Review Data: The date and time of Administrative Review and
i) Disposition of Citations following Administrative Review
j) Adjudication Data: The date, time and location of an Administrative Hearing and
k) Disposition following the hearing
l) Phone-in, Walk-in Data: For all phone inquiries or in-person contact with Customers
m) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension and the date that suspension is to be removed and normal Citation processing is to resume
n) Correspondence Data: The date, time, code and description of all correspondence mailed relating to a Citation
o) Payment Data: Payment date, payment source (lockbox, walk-in, MVD, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number

33.0 Additional Remarks

The Contractor's system shall be capable of capturing additional remarks beyond what is recorded in the handheld unit to permit the input of additional information regarding a Citation. Access to the remarks screen shall be available for every Citation record. Data entry on the screen must be controlled by access authorization. Once a remark is added and saved to a Citation record, that remark and its associated information may not be edited, deleted or otherwise altered.

The remarks screen shall be a free-form screen that allows both alphabetic and numeric characters. Data entry shall be allowed until the entire screen is filled. Additional remarks may be entered by accessing additional remarks screens, with no limit on the number of remarks screens that can be associated with a particular Citation record. Multiple screens shall be displayed in chronological order with the screen containing the most current data being displayed first.

The system shall provide the user with the ability to add remarks once a Citation record has been retrieved. System users will add remarks records by either a drop down menu selection or a clickable icon. Upon opening the "add remarks" screen, the system shall automatically populate the remarks record with the following required remarks fields:

a) The date the remark is entered,
b) The time remark is entered, and
c) User ID fields identifying the person opening the "add remarks" screen which cannot be altered once the transaction is entered and saved.

All remarks records already entered shall be retrievable by Citation number, VLN or Registered Owner name. The system must allow the user to display a list of already-entered remarks upon opening a Citation record either by means of a drop down menu or a clickable icon. The list of remarks associated with a Citation record shall display the date remark was entered, the time entered, the user ID of person who entered the remark, and the first fifty-six (56) characters of each remark associated with that Citation. Each remark shall be listed in reverse chronological order, with the most current remark record listed first. The system shall allow the user to select a remarks record by clicking on a listed remark to open the detail of the remark record selected.

34.0 Citation Recovery

The Contractor shall provide online, real-time access to a history of all Citation activity that displays all processing transactions associated with a particular Citation. The system shall provide a display that includes every transaction related to an individual Citation and which forms a permanent audit trail for future inquiry and research. All

transactions shall be listed in reverse chronological order (newest to oldest), with the transaction type (payment, hearing, etc.), transaction date, user ID of the person who processed the transaction and all other codes and information applicable to the transaction. The history shall also detail all collection activity, collection and correspondence by type, date and mail date, cashiering activity and complete historical data, such as name and/or address changes of other manual or automated corrections and revisions.

35.0 VLN/VIN Detail

The Contractor shall ensure that detailed PCPS information related to a particular VLN or VIN shall be immediately accessible in an on-line, real-time environment. VLN/VIN detail shall include information related to a single VLN/VIN for each known Registered Owner, separated into various categories, including:

a) General Information: The VLN, VIN, effective date of vehicle registration
b) Registry Information: The date on which MVD data were requested, date that information was returned from MVD and either confirmed or errors noted, the date that data was processed by the Contractor by updating the database with the Registered Owner's full name, address and VIN, as available.
c) Immobilization/Impound Data: The number of Citations that count toward eligibility for immobilization (booting) or impound (towing), as set forth by City Ordinance
d) Returned Mail Data: The date that any notice of correspondence was returned by the Post Office as undeliverable
e) Correspondence Mail Data: Reverse chronological listing (most recent listed first) of correspondence mailed to the responsible party for a Citation, including the date and time mailed and the type of correspondence
f) Summary of Fees: All penalties charged against the responsible party for a VLN, with any payments or penalty waivers recorded and displayed
g) Financial Summary Data: The total amount of Fines and Penalties due for an individual VLN and any existing unpaid balance
h) Comments Field: A field for PVB staff to make comments about a particular VLN, as distinguished from the remarks field associated with a particular Citation

36.0 Customized Information

The Contractor's system shall serve the comprehensive information needs of many separate organizational units within the PVB. The system shall be capable of responding to user-defined queries and shall present information in formats specified by the PVB to accommodate the unique requirements of each organizational unit. The entire system shall be dynamic and capable of being readily and efficiently adapted when there are changes in PVB policy, user preferences, legal requirements or future changes in Citation processing procedures.

The categories of data presently used include, but are not limited to:

a) Citation Information: issuing agency, badge or ID number, location of the violation, meter number or street address and comments written on the Citation
b) Payment Data: payment amount, payment source, method of payment and payment processing date
c) Fine Status: original Fine amount, applicable Fees and dates Fees were applied, amount paid, amount reduced, total due, amount overpaid, reason for overpayment and refund of overpayments
d) Citation Processing Plan: date Citation updated to system, batch number and date, date of next processing step
e) Vehicle Information: VIN, make of vehicle, year of vehicle, month and year of registration expiration, vehicle body type and color
f) Noticing Information: complete listing of each notice mailed with the actual mail date displayed
g) Administrative Review Information: The date, time, and Disposition of Citations placed on Administrative Review
h) Administrative Hearing Information: date hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable) and Disposition
i) Case notes: to record notes to file regarding handling of case, conversations with and instructions given to Customer

j) Case Status: Total due, amount paid, current suspend code and description, date temporary suspension is removed and "Protest Status" (a field that shows where a Citation may be on the administrative adjudication timeline)
k) Administrative Review Summary: Citation issue date, time and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Administrative Review Disposition, the date the Disposition was entered and the date the Disposition was mailed to Registered Owner, Protestant or Complainant
l) Correspondence Information: types of correspondence letters mailed with the date and time of processing
m) General Citation Information: issue date, time, location, NMSA or UTO section violated and amount of Fines due
n) The information listed above shall be available through an integrated database that allows:
    1) PVB personnel to know what data are on the Citation, what enforcement and adjudication actions have occurred and what notices have been sent. These data are used primarily to expedite responses to public inquires
    2) PVB Hearing Examiners to have ready access to all information required for a fair hearing
    3) PVB personnel to see all Citation data, the enforcement actions that occurred, all Citation collection notices sent, the date and time an administrative or judicial hearing or Administrative Review took place and the Disposition at each stage of administrative or judicial review, complete information on the vehicle's Registered Owner and the name of any Protestant or Complainant
    4) PVB staff to analyze data to conduct parking meter, signage, painted curb investigations, research and respond to public complaints
    5) PVB accounting staff to pre-audit, review and process refunds and bounced checks, audit and reconcile revenue distribution and balance all deposits with Contractor and PVB records, and
    6) PVB Enforcement Division the ability to obtain detailed PEO information, identify errors, analyze trends, make officer deployment decisions and to continually enhance geographical deployment of PEOs

Interaction between PVB and the public in matters related to Citations occurs primarily through the PVB's Citations, Hearings and PVB Enforcement Divisions. Customer service functions will continue to be provided by the PVB.

The system shall have the ability to capture and retain the customized information listed above, and its ability to efficiently support the demand for Customer information from PVB staff.

The Contractor shall ensure that users can access information in all the data areas indicated above, and that the system can build and access linkages in the database that would facilitate data entry, and use flexible ad hoc query and report writing tools.

37.0 Cashiering Support

PVB staff currently provides cashiering services for the payment of Citation Fines from the Citation Division. The Contractor shall provide integrated payment processing capability with PVB's Pay-by-Phone and Pay-by-Web vendors. The Contractor shall also provide cashiering workstation equipment,-hardware and software at all locations where Citation payments are accepted.

Equipment and hardware provided by the City and Contractor cashiering software to be used for processing and recording Citation payment information shall operate in a real-time mode, and the Contractor shall provide the capability to continue accepting Citation payments during times when data communication lines are temporarily inactive. Such transactions must be transferred to the processing database within fifteen (15) minutes once communications are restored. Contractor may recommend cashiering hardware for purchase by the City.

All transactions are subject to audit by PVB at any time, without advance notice.

The Contractor shall clearly identify the software that shall be used in the workstation configuration to be installed at all locations and describe the system's ability to provide the following functions:

a) Perform inquiries into the PCPS database, such as lookups of Citation status, vehicle history, RPP status and MVD inquiries

b) Print a Citation payment receipt, in a form acceptable to the PVB, which shall provide the Customer with an easily understandable record to be used as proof of payment. The receipt shall display all Citations Fines paid, the total amount paid, the form of payment, the amount tendered and any change given, the VLN or VIN of the cited vehicle, the user ID of the person processing the payment and the time and date the payment was made. The receipt shall also show any Fees paid by date and type of Fee

c) Provide a clear, auditable record of payments received. The audit trail shall include Citation number, payment date and time, payment amount, payment method and the user ID of the person who accepted payment and entered the payment into the system

d) Process payments of Citations that have not yet been entered into the database, as well as payments of single Citations, multiple Citations and Citations on one or more VLNs or VINs in an on-line, real-time environment. The system shall be able to perform all necessary actions to release MVD holds (if available) or change vehicle booting and impound eligibility based on Citations that have been paid. If available, the system shall be able to produce a MVD abstract that satisfies the MVD that the Citation has been cleared. In addition, the system shall be able to process City-imposed Fees

e) Accommodate the special handling required for payments related to release of an impounded vehicle. The system shall be able to review vehicle history records and locate any additional vehicles registered to the owner, and accurately inform an individual of the amount of the Fines and Fees that shall be paid to release the impounded vehicle, including any amounts owed on other vehicles

f) Process Interactive Voice Response (IVR) and Pay-By-Web payments made by credit or debit card through the specified PVB contractor for Internet payments

g) Incorporate security and financial control measures including, at a minimum:
    1) Password security to gain access to the system
    2) Segregated cash out by operator
    3) Automatic check endorsement
    4) Separate totals for cash, check, money order and credit/debit card transactions, and
    5) Operator name or user ID, date and time as a record for each payment or adjustment transaction

h) Reconcile payment transactions, including:
    1) Balancing of monies received in a report that automatically generates a listing of the totals by method of payment
    2) The ability to balance out each person or workstation register to the receipt tape generated at the register as needed, and
    3) Separate deposit preparation for each cashier prior to cash pick up.

38.0 Payment Processing Control Requirements

Proposals shall describe the controls, checks and balances employed by the proposed system sufficient to ensure data integrity for all information processed for the PVB. Full audit trail information for every processing transaction shall be captured and permanently retained for each Citation. All payment processing procedures shall be approved by the PVB and subjected to detailed audit by PVB. Proposals shall explain in detail exactly how these processing controls shall be met.

39.0 Audit Trails

The Contractor shall ensure the system's ability to establish a reliable audit trail for all processing procedures, including endorsing and encoding the payment document with the unique control number of each Citation paid, date of processing and batch numbers and daily reconciliation with the payments updated to the system.

The Contractor shall ensure that electronic images will be instantly retrievable on request by the unique control number of Citation number.

40.0 Processing of Funds

The Contractor shall ensure the system's ability to ensure the integrity of data and security of PVB revenue throughout the entire payment processing procedure. System shall be able to research and resolve overages and shortages of all payments processed in every case to PVB's satisfaction. The system shall automatically generate an exception report for all overages and shortages by individual processor at the end of each work shift.

41.0 Financial Adjustments

The Contractor's system shall process various financial adjustments and update the PCPS to accurately reflect Citation status. City will research overpayments and payments applied in error, perform the necessary financial adjustments, move paid amounts between two Citations if required, and provide for automated refunds through City Controller's system in accordance with New Mexico law or City policies.

These transactions shall undergo an accounting process separate from the daily reconciliation for in-person and mail-in payments.

The Contractor's system shall have the ability to perform the following functions:

a) Permit the input of financial adjustment transactions, such as returned checks or refunds. The adjustments may include reversing an entire payment, modifying a payment amount, altering the amount due to close a Citation or reopening a Citation. The system shall be able to generate and send appropriate notification letters to the appropriate party advising of any such adjustments.
b) Generate letters to Customers notifying them that they are entitled to a refund when appropriate. PCPS shall create an audit trail to record these transactions.
c) Display financial adjustments on the report of revenue distribution.
d) Process returned check transactions, send correspondence to the payer advising of the consequences and penalties applied because of the returned check transaction, update the Citation information on the Citation database and resume normal noticing and processing of the Citation.

42.0 Refund of Overpayments

The Current Contractor assists PVB in processing refunds for overpayment of Citations through use of the PCPS, which automatically indicates to staff when a refund is due to a Customer and assists at various stages of the refunding process. The Contractor's system will support refunding of overpayments with the ability to:

a) Determine at VLN level if any overpayments are at least thirty (30) days old. This will not apply to fix-it Citations but will have an exception report for the fix-it Citation category.

b) Apply any overpayment to any open or unpaid Citations at the VLN level adjusting any late Fees applied in error. Designate, at the transaction level, where the overpayment was moved from and where the overpayment was moved to, for the Citation being paid. A detailed transaction record will be maintained by the PCPS. Mail refund letter to Registered Owner; indicate and maintain a record of all letters, at the VLN level, showing that letter was sent. Designate, at the VLN level, the response to the mailed refund letter so that if a refund is requested it will be issued through the PCPS refund system.

If there is no response to the mailed refund letter after a fixed time determined by PVB or if the letter is returned as undeliverable, the ability to mark the record with the reason for return, so that a report can be generated based upon date of payment and date of determination of inability to refund.

43.0 Administrative Review and Adjudication Procedures

The PVB conducts administrative adjudication of Citations. This includes Administrative Review, which is conducted for all Citations subject to a Protest as required by NMSA, and Administrative Hearings conducted upon the request of a person who wishes to protest a Citation. These administrative adjudication procedures are required by New Mexico Statutes Annotated (NMSA) and by City Ordinance.

44.0 Administrative Review

The number of Citations involving Administrative Review fluctuates in accordance with the number of Citations issued.

The PCPS shall provide electronic tracking and associated services for Administrative Review processing, which shall include the following functionality:

a) Ability to capture data associated with the request for Administrative Review
b) A determination that the request for Administrative Review has been made within established deadlines
c) Generation and mailing of a letter to the Protestant describing the Administrative Review procedure. Different letter templates will be used depending on the type or number of Citations involved. The form and content of these letters will be subject to approval by the PVB
d) Handheld citations are updated in real-time based on the ability of quality of wireless service provided by City. Manual Citations are available 48 hours after receipt by vendor. Photos are available overnight in a batch process
e) The ability to review other Citations issued at the same location as the protested Citation, or to the same vehicle that was issued the protested Citation
f) The ability to query for MVD Registered Owner and vehicle information
g) The ability to place an "administrative suspend" on the Citation payment deadlines pending Administrative Review
h) The ability to capture information describing the Disposition following Administrative Review or Administrative Hearing, including indication of denial/approval of the Protest, date and time of the conclusion of Administrative Review, the person conducting the Administrative Review and the reason for denial
i) At the conclusion of the Administrative Review, the system shall promptly generate and mail a notice explaining the Disposition in sufficient detail so that the Protestant is able to understand why the Protest was denied or upheld. The notice shall also explain the procedures to be followed if the Protestant wishes to contest the Citation through an Administrative Hearing. The form and content of the notice shall be subject to approval by the PVB
j) A "comments" field for each VLN that will allow both the Citation and the Hearing Unit to enter notes about a particular VLN. There shall also be a separate "comments" field for each Citation
k) Daily, weekly and monthly reports provided to PVB including:
    1) Disposition sorted by person conducting Administrative Review
    2) Disposition sorted by violation type and total dollar value
    3) Number of Administrative Reviews conducted in any given time period
    4) Number of Administrative Reviews conducted by each reviewer per day and average time taken for each review
    5) Activity reports, including Administrative Reviews in process beyond selected number of days for custom date ranges.

The Contractor shall ensure the system's ability to support the Administrative Review procedure, including automated support and other support services for Administrative Review requirements described above.

45.0 Administrative Hearings

PVB's contract staff will continue to conduct Administrative Hearings. The Contractor shall provide a system that can capture and process information related to Administrative Hearings. The system shall enable the PVB to create a data record when a request for Administrative Hearing is received. The system shall verify Citation status, including the Disposition following Administrative Review, whether the Fine has been paid, and shall confirm that the hearing request is made within fifteen (15) days following the mailing of the notice of the results of Administrative Review. If all PVB-defined requirements are met, the system shall schedule the case for a hearing within fifteen (15) days of receipt of the request and in accordance with all policies and procedures set forth by the PVB. Proposals shall describe how the proposed system will provide the following functions:

a) Computer system services directly related to the processing needs of the PVB's Administrative Adjudication Program. These include but are not limited to assistance with software applications, hardware and communications.
b) Online, real-time Administrative Hearing scheduler. This function shall include a hearing date availability calendar to ensure consistent workload volumes in accordance with PVB specifications. All hearing scheduling shall be in compliance with hearing deadlines mandated by New Mexico law and City Ordinance.
c) A scheduling system component that allows PVB staff to enter a walk-in Customer's request to have an on-demand hearing, so that the Hearing officer can a) look to see who needs to be assisted, and b) delete the person's name from the system, once their name has been pulled for assistance. This component shall be able to generate reports reflecting the number of Protestants and wait times as well as generate a separate

report which lists all Hearing requests which did not meet the fifteen (15) days requirement stated in section 4.6.2 above.

d) A hearing-scheduling calendar that shall have the capability of being modified in an on- line real-time environment to accommodate workload fluctuations, administrative changes, holidays, vacations, changes in State Laws in addition to changes in PVB policies and procedures.

e) At the direction of the PVB, the system shall be able to modify available hearing dates and times and adjust the number of available hearing slots.

f) Direct access for Hearing Examiners to MVD vehicle registration within eTIMS, the Citations database and the hearing scheduling calendar. The system shall have the ability to paste the text of appropriate sections of the Vehicle Code into Disposition documents at the discretion of the Hearing Examiner. It shall also include a user-friendly data entry system within word processing software that automatically transfers data entered into Disposition form letters that are generated by the system in a batch environment and are sent out the following day. The system currently does not have spell-check capabilities, however the ability to insert custom text in outgoing correspondence is being developed, and all other basic word processing functions.

g) Capacity for data entry of variable information about a hearing, including, but not limited to:
    1) Protestant's name and address
    2) Decision
    3) Citation number
    4) Description of violation
    5) Date of the decision
    6) Written justification for decision and
    7) Protestant's right to a De Novo Hearing in the Superior Court, and a description of the procedure to obtain such a hearing.

h) Ability of the Hearing Examiner to generate a Notice of Decision to be mailed to the Protestant or Complainant by PVB within one (1) business day of a Hearing Examiner's decision. In addition, the system shall provide for the entry and editing of hearing information, transfer such information to the appropriate database and shall be capable of routinely generating management information reports requested by the PVB.

i) Disposition letters shall be available in electronic form for review, editing or reproduction.

j) Online real-time updating of Citation Disposition at the time of a Hearing Examiner's decision, the hearing type (in person, by mail or by telephone), the hearing date and any Fines or Fees due. The system shall also provide a complete audit trail of all information relating to each Protest and resulting Disposition.

k) On-demand reporting capability with user-defined parameters, including but not limited to, the number of Dispositions, violation type, rates of dismissals, and number of hearings held by any combination of data specified by PVB.

l) Weekly, monthly and on-demand reports to the PVB. Examples of the types of reports that shall be required include, but are not limited to:
    1) Disposition by Hearing Examiner
    2) Disposition by violation type
    3) Number of hearings conducted in any specified date range
    4) Reports detailing the average duration of hearings
    5) Reports detailing pending Protests sorted by Hearing Examiner

m) Reports shall be available in weekly and monthly summary reports or any other summary reports by date range specified by the PVB.

46.0 Impound and Boot Hearings

If the PVB receives a request for a Tow Hearing for a vehicle that is still impounded, PVB will conduct the hearing within forty-eight (48) hours (excluding weekends and holidays) in accordance with the requirements of New Mexico law and City Ordinance.

The Contractor's system shall provide for the entry of variable information regarding a Tow Hearing, such as the requestor's name and address, the Disposition and written justification. The system shall have the ability to allow the

Hearing Examiner to generate a Notice of Decision to be mailed to the Registered Owner or Complainant by the Hearing Examiner within one (1) day of a decision.

In addition, the system shall provide the ability to enter and edit hearing information, transfer such information to the appropriate database, and generate management information reports requested by the PVB.

In compliance with City Ordinance, the Contractor's system shall have the ability to provide an on-line, real-time scheduling function that integrates City Ordinance requirements with an availability calendar for Administrative Hearings. In addition, the system shall provide entry and noticing options for Hearing Examiners.

47.0 Electronic Archiving and Retrieval

The New Mexico statute of limitations on a parking Citation is four (4) years from the date of issuance. The Contractor's archiving process shall remove Citations that are closed from the active database but allow closed Citations that have not reached the five-year anniversary to be easily removed.

The Contractor shall ensure the system's ability to provide the following processing capabilities:

a) Any Citation that is four (4) years old, whether or not it is resolved, is to be removed from the current Citations database and electronically stored. The only exceptions are Citations that are the subject of civil litigation that began before the five-year anniversary. In these cases, the Citations cannot be archived until PVB notifies the Contractor that the litigation is resolved.
b) All archived historical data shall be maintained so that it may be retrieved for use in management reporting and auditing.
c) The system shall indicate whether VLNs in the current database have additional Citations that have been archived. This indicator shall be readily discernable to inform users that other Citations associated with a VLN exist.
d) Proposals shall be capable of restoring archived records to the database within two (2) days after receipt of a request from the PVB.

The Contractor shall provide technological alternatives for archiving paper records e.g. imaging that allows easy retrieval of records and the ability to use information over time. PVB is not interested in data retention that cannot be loaded back into the system or that limits the inquiry paths that can be used. Similarly, PVB is not interested in a system of archiving that would no longer be effective if the operational database or IT programs were modified.

Failure by the Contractor to restore archive records to PVB within two (2) business days after a request will result in a credit to PVB of $100.00 per 24-hour period of delay.

48.0 Document Storage and Retrieval

The City shall store all documents relating to operations for PVB for a minimum period of time at City's discretion. The Contractor shall ensure that documents will be electronically filed within the PCPS and maintained for a minimum of four (4) years on DVDs or other media approved by the City.

The Contractor's system shall have the ability to store documents (whether by Julian date, Citation number or some other unique characteristic), and ensure that documents are retained in usable condition at all times and not misfiled or misplaced. These documents include but are not limited to Citations, notices, correspondence, survey and investigation results, and other paperwork related to Administrative Reviews and hearings.

49.0 Copies of Parking Citations

The Contractor's system shall have the ability to image and store the original copies of manually issued Citations for a period of four (4) years from the issue date. The system shall reproduce electronically generated Citations in a user-friendly form upon request. The system shall be able to provide copies of Citations on demand.

50.0 Records Destruction

The Contractor shall have a plan for the destruction of records that is consistent with the City's requirements for records destruction and records retention.

51.0 Management Reports

PVB's current system generates a number of reports, including daily, weekly and monthly scheduled reports as well as on-demand reports. PVB does not intend to require that all reports be produced as hard-copy reports by the Contractor's system if the system generates an appropriate, printable list. PVB is interested in unique reports generated by the proposed system and not the duplication of current system reports.

OTHER PARKING MANAGEMENT INFORMATION APPLICATIONS

52.0 Residential Parking Permit System (RPPS)

City ordinance permits the creation of residential parking districts that permit parking to those residents that have obtained RPP permits for themselves and temporary permits for their guests. The Current Contractor's RPPS connects with the existing PCPS so that renewal notices include information regarding outstanding Citations and that PVB staff assisting Customers with RPP issues are notified by the system that Citations are outstanding on the vehicle for which the permit is being sought.

The current system provides a separate online function for input and maintenance of information on the issuance and cancellation of residential parking permits, including permit holder profile and application history, residential permit parking area street name and address inventory, permit history and Citations payments.

The Contractor shall provide integrated cashiering system software for the RPP Program that is able to access the residential permit parking database, Citations database and, if available, MVD. The PVB plans to implement a bar-coded RPP placard or windshield cling permit which shall withstand effects of exposure to the sun for extended periods of time with a minimum of sixteen (16) months without failure. The barcode will enable the PEO to determine the validity of the RPP permit. Contractor shall have the ability to manage RPPS utilizing bar-coded RPP permits.

The system shall have the ability to integrate the RPPS with the PCPS in real time. RPP permits shall be of several different colors determined by the PVB for each permit area or a combination of RPP areas. All permits will be provided by City or, at City's request, be provided by Contractor as a true cost reimbursable expense.

The system shall have the ability to perform the following functions:

a) Identify unpaid Citations of permit holders prior to issuance of permits.
b) Inquiry and retrieval of individual residential parking permit account information by all authorized PVB personnel, including:
    1) Individual residential parking permit account number
    2) Type of account (such as residential or business) and current status
    3) Address that qualifies the account for a permit
    4) Mailing address
    5) Control numbers of issued permits
    6) Expiration dates of issued permits
    7) Number of permits issued versus number of residents on program streets
    8) Listing of all posted streets by block and by area
c) Indicate eligibility for permits and renewal dates on the basis of type of account, allowing users to initiate access by:
    1) Account number
    2) VLN
    3) Unique permit control number and
    4) Name or address

d) Provide a full history file for each permit applicant.
e) Generate renewal notices to RPP Program participants within a time period to be specified by PVB prior to permit expiration date.
f) Controls that can be overridden by a supervisor that designates the number of permits per address.
g) Provide for the creation of new permit districts, as well as new permit accounts within a district.
h) User workstations that, if available, can query MVD for vehicle and VLN information.
i) User workstations that can query the business VLN file through PVB's Wide Area Network.
j) Lockbox system tracking for mail-in permits renewals.
k) Internet renewal for current permit holders with electronic applications for new applicants.
l) Download of permit files to handheld devices to allow issuing officer to verify that the RPP permit is valid.
m) The system shall generate reports describing the citation activity of the RPP. Reports describing Citation activity shall be identical to those defined for the PCPS and include.
    1) Daily RPP Area Activity Report: This report provides an analysis of daily activity by parking area and permit type
    2) Daily Citation Log: This report lists all persons issuing Citation Fines for a given date, listing name, VLN, cashiering system, transaction number, Citation number(s), Citation amount, payment type and amount of payment

53.0 Image Management System (IMS)

PVB intends to have an integrated Image Management System with the PCPS that will capture, store and retrieve all manually entered citation images. Such images shall be retrievable at remote sites by the workstation users utilizing the same workstation hardware as is used for PCPS entry, update and query functions. The IMS shall have the ability to retain up to five (5) years of manually entered records online, and provide retrieval of images within ten (10) seconds using PVB's WAN.

Contractor must have the ability to provide an IMS that interfaces with the PCPS. The data record and image record will be related to its system and users must be able to access the image from the PCPS. The system must have imaging system backup, purge and archiving capabilities.

54.0 Liquidated Damages for Image Management System

Failure to provide an Image Management System within ninety (90) days of the Contract Approval Date will result in a credit to PVB of $50.00 per 24-hour period of delay unless written approval from PVB for the delay is secured before the provision has passed its deadline date. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

Failure of the Image Management System to retain up to four (4) years of manually entered records online shall result in a credit to PVB of $250.00 per calendar day records are not available.

PVB WAN work stations and City Internet is set up properly with all proper permission and connectivity. After the first retrieval of the day to load the view and see the image, average retrieval time for images on Contractor's system shall not exceed ten (10) seconds.

Failure of the Image Management System to provide retrieval of images within ten (10) seconds using PVB's WAN, shall result in a credit to PVB of $250.00 per incident, excluding delays caused by City's network infrastructure and internet connectivity to Conduent's network.

55.0 Automated Telephone Landline Answering System (ATLAS)

The Contractor shall provide all hardware, software, equipment and technical support for an automated telephone answering system (ATLAS) that disseminates accurate, consistent and user-friendly information twenty-four (24) hours per day and seven (7) days per week. The ATLAS will answer calls in addition to providing an option to transfer calls to City service representatives.

The ATLAS shall be fully integrated with the PCPS and shall provide online, real time status of Citation and individual VLN records. Contractor is responsible for maintaining the connection between the ATLAS and the PCPS. The ATLAS shall be tailored to the specifics of PVB's parking policies and procedures and updated and enhanced as required by PVB. ATLAS messages are to be recorded in English and Spanish. Because of the diverse ethnic makeup of City of Santa Fe, a system that is capable of handling additional languages is desired. A TTY line or equivalent shall be available for inquiries from the hearing impaired.

City parking Citations contain phone numbers for the 505 area code, as well as a special number for the hearing impaired.

eTIMS® shall be able to mark the database of Citation information with an indicator on the Citation history record showing that a telephone call was received and the general nature of the call, including all requests for information and the appropriate action taken.

The CARRS call processing system shall also provide the option to speak with a live representative who can provide Citation history and current Citation status information Monday through Friday during hours defined by the City, except City holidays via access to eTIMS®.

All phone calls will be answered by City Staff.

Daily, Weekly and Monthly operational and management reports will be required to monitor the performance of the ATLAS. These reports shall include but are not limited to reports verifying that no calls are being dropped and reporting average length of each call by telephone operator.

56.0 Pay-By-Web System

The Contractor shall provide a PCI compliant pay-by-web service (PWS) that allows Customers to pay one or more parking Citations via the Internet using a credit card at any time of the term of the agreement. This service must be fully integrated with the parking Citation database, and PVB must be able to audit all transactions. The PWS shall accept credit card payments, then credit the Citation processing system and deposit funds collected into City's Bank account within 24 hours from the date of each PWS credit card transaction. . All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

The Web page shall ensure that all transactions are secure using public key infrastructure and data encryption technology. The architecture of the web page shall ensure that personal data is protected from access using fire walls. Pay-By- Web System shall be fully PCI compliant.

The Contractor shall be required to provide all hardware and software required to make the interface with the CARRS and a credit card clearinghouse in order to obtain real time authorization and eliminate chargeback.

Detailed information pertaining to each transaction, including credit card number, registration, date and time of transaction, authorization status and amount of payment must be captured and retained. The system shall provide operational and management reports and appropriate audit trails to monitor the performance of the system.

All pay-by-web transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. CARRS must be capable of automatically reconciling all pay-by-web transactions and transferred amounts at midnight or a City pre-approved virtual time within each 24-hour period when such transactions have occurred and resolve any discrepancies. Funds from all pay-by-web transactions must be distributed through the revenue distribution formulas required by the PVB and by State law.

CARRS must ensure security of Internet-based transactions by implementation of firewalls, public key information and data encryption. System must be compliant with any city standards established for e-commerce applications.

Any fees to be charged to the Customer shall be identified as a convenience fee and will be collected from the customer at the time of the transaction.

57.0 Pay-By-Phone System

The CARRS shall provide a PCI compliant interactive pay-by-phone service with the capability to allow payment of one or more parking citations telephonically using a credit card during the term of the Agreement. This service must be fully integrated with the ATLAS, and the PCPS and PVB must be able to audit all transactions.

The Contractor will be required to provide all hardware and software required to make the interface with the Proposer's system and a credit card clearinghouse in order to obtain real time authorization and eliminate chargebacks.

Detailed information pertaining to each transaction including credit card number, registration, date and time of transaction, authorization and amount of payment must be captured and retained. The system must provide operational and management reports and appropriate audit trails to monitor the performance of the system. The Pay-By-Phone System shall be fully PCI compliant.

All pay-by-phone transactions and the transfer of funds to the City's bank account must be confirmed within twenty-four (24) hours. Actual funds will be settled within three to five days by the credit card processor.

Pay by phone users will be charged a $1.50 credit card convenience fee at the time an individual is making a payment. The fee will be added to the final transaction after the outstanding fines and fees have been calculated.

Contractor will work with the City's bank to identify the deposit reporting cut-off times for credit card processing. Funds from all pay-by-phone transactions will be distributed through the revenue distribution formulas required by the PVB and the State of New Mexico.

CARRS must be capable of automatically reconciling all pay-by-phone transactions and transferred amounts, and resolve any discrepancies. Funds from all pay-by-phone transactions must be distributed through the revenue distribution formulas required by PVB and State.

Any fees to be charged to the Customer through the pay-by-phone system shall be identified in the proposal.

58.0 Parking Information Website (PIW) Maintenance

The Contractor shall be responsible for maintaining and enhancing PVB's existing Parking Information Website (PIW), which provides parking-related information to the public. The PIW shall provide Customers with the ability to pay Citations through the PIW. Upon PVB request, the Contractor shall create an interface between the PIW and the CARRS to provide information on outstanding Fines and Fees for a particular Citation, or Fines and Fees owed by a particular individual including photographs of the violation on file. The Contractor shall be responsible for all PIW changes requested by the PVB. No modifications to the PIW shall be made without written approval or request from PVB. Contractor shall maintain PIW in compliance with any established City standards for web sites. The Contractor shall update the PIW within one (1) business day of receipt of a change request from PVB.

Contractor acknowledges that vendor will be responsible for all PIW changes requested by the PVB and will discuss with City. Both parties will discuss changes as quickly as possible, develop mutually agreeable time frame and, if applicable, a scope of work and pricing proposal for requests that include new functionality and are over-and-above simple text or design changes.

Contractor will adhere to the following penalty with one provision, that both parties will discuss Contractor's current change request process prior to committing to a deadline that may not align with Contractor's current processes.

Failure to maintain the PIW as required by the Contract shall result in a credit to PVB of $50.00 per calendar day in which the PIW is not fully functional, accessible to the public or for each calendar day of delay in implementing any PVB requested changes to the PIW excluding delays caused by City's network infrastructure and internet connectivity or other third party actions or inactions that prevent access.

59.0 Mobile License Plate Recognition (MLPR)

The City has plans to introduce Mobile License Plate Recognition (MLPR) system. The MLPR shall consist of the equipment and services that enable Enforcement staff to remotely scan vehicle license plate information from the PCPS vehicle list in order to identify licenses with three (3) or more delinquent citations (Scofflaws), who may be subject to booting and towing. Contractor may price, deliver, install and maintain MLPR on behalf of the City as an optional service.

60.0 Performance Requirements for PCPS and Contract Liquidated Damages

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Proposer to ensure satisfactory service to PVB and the public. It is the responsibility of the Proposer to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Proposer shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

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

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

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. By submitting a proposal, each Proposer agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

The Contractor shall maintain sufficient staff and equipment to process all manually written Citations issued in PVB within the requirements set forth by the Scope of Services.

The City shall monitor the Contract through designated liaison staff from PVB, through audits by the Fiscal Accounting Unit and/or City Auditor. The Contractor's designated Project Manager shall report to the PVB Project Director on service level requirements daily, weekly and monthly at the discretion of the PVB.

Certain levels of operation shall be met by the Contractor to ensure satisfactory service to PVB and the public. It is the responsibility of the Contractor to provide PVB with appropriate management information reports that will enable PVB to monitor all of the service levels. The Contractor shall maintain records sufficient for PVB to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to PVB for non-compliance. All undisputed 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. Contractor acknowledges this requirement and any specific modifications to these service levels is addressed in the section of the SOW where they are discussed.

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 PVB's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect PVB's estimate of costs and lost revenue attributable to non-compliance in each instance. Any changes of the credits or the methodology of measurement are discussed in the applicable sections. By submitting a proposal, each Contractor agrees that PVB's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult if not impossible to quantify.

61.0 Electronic Citations Processing

Electronic Citations shall be uploaded into the system within one (1) working day of issuance. The system shall maintain a date and time of entry for all Citations.

Failure to upload Electronic Citation data into the system as specified above shall result in a credit to PVB of $50.00 per day of delayed entry.

62.0 Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data entry for both new Citations and payments. Data entry errors commonly result in payment errors or unmatched or improperly matched Registered Owners with VLNs, causing a loss of revenue to PVB.

The Contractor shall ensure prompt identification and correction of data entry errors.

A credit of $250.00 per day for each business day will be deducted from the Proposer's monthly charges for failure to meet these data accuracy errors criteria. Contractor is not responsible for data entry accuracy for data entered by the City Staff or 3rd Party vendors contracted by the City.

63.0 Accountability

The Contractor shall be responsible and accountable for all Citations that are misplaced or lost due to System errors or failures.

In the event that the System cannot provide a Citation or copy of a Citation to a Customer within the statutory time limits or for an Administrative Hearing, the Contractor shall be responsible to pay in full the amount of the Citation Fine to PVB, as long as the imaged handwritten citation has been forwarded to Conduent for data entry (i.e. citation is not in transit).

64.0 Annual PCPS Audits

The PCPS shall have the capability of providing City Data for facilitating audits conducted by PVB and City of Santa Fe and/or its agents.

65.0 Audited Report of Processing Authority

New Mexico Statutes Annotated (NMSA) requires that a processing system prepare a report at the end of each fiscal year setting forth the number of cases processed and all moneys received and distributed, together with any other information that may be specified by the issuing agency. The report is a public record and shall be delivered to PVB and the City Auditor.

Contractor shall ensure the system's ability to prepare this annual report.

66.0 Financial Reconciliation

System shall be capable of balancing all moneys deposited by PVB to revenue reports based on the Citations paid and Fees collected as reflected on the proposed system. Any discrepancies between processing logs/worksheets and database tools shall be immediately researched and resolved by the Financial Reconciliation tool of the proposed system. A record of any such problems shall be noted on the reconciliation worksheet. The Financial Reconciliation Report format shall be pre-approved by the City's Finance Director.

A report on revenue distribution will be required that is balanced to the manual totals each day from all cashiering activities and mail-in payments. All categories of payment are to be balanced, such as the bad check Fees, boot Fees, preferential parking revenues and Citation payment revenues. In addition, all payment types shall be balanced, i.e. checks, money orders, etc.

PVB will be required to perform and monitor all financial corrections and adjustment transactions applied to the PCPS. These corrections include bad check processing and the application of funds from one Citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

The system shall have the ability to provide the following financial reconciliation functions:

a) Reconcile all transactions updated to the database. A report will be required which balances the number of transactions in a given day, Citations updated, payments, residential parking permits issued, fleet vehicles updated and deleted, corrections, Administrative Hearings and Dispositions, updated name and address information, suspends, returned mail and MVD non-renewal processing.
b) Balance and reconcile new Citations added to the database through each stage of processing, from initial receipt, batching for data entry and copying to actual data entry and update to the Proposer's system. Processing of Citations issued by handheld units will require downloaded data from each PEO's reporting station.
c) Produce transaction reports that shall be used to reconcile the correspondence processed by each PVB staff, especially any Citation suspensions.

67.0 Special Collections System (SCS)

The fourth component of the CARRS consists of vendor procurement of applicable software, hardware, training and technical support for a Special Collections System that provides the functionality, features and services described below. The primary functions of the SCS are:

a) Out-of-State Collections
b) Miscellaneous Collections
c) Noticing/Processing Correspondence/Mailing functions

68.0 Special Collections Technical Requirements

Contractor must ensure that the Out-Of-State and Miscellaneous Collections Program will interface with the PCPS. The Contractor shall work with the PVB to develop an interface between the systems that will enable disposed or non-collectible records to be identified on the PCPS system, and passed from the PCPS to the Collections Program. Contractor shall also describe how resolved collections account information will be submitted back into the PCPS, so that the PVB is notified as accounts are resolved.

The Contractor will be responsible for all software, hardware, installation and support required for this interface. The Contractor will ensure that only authorized personnel will have access to the PCPS. The system must provide on-line updating of the PCPS for all completed transactions.

69.0 Out-Of-State Collections

In order to manage the Out-of-State Collections Program, the Contractor must be capable of acquiring information from other state vehicle registries and to make determinations regarding the probability of successful pursuit of payment.

The Contractor should demonstrate in-depth knowledge of state-specific data formats and registration-update schedules.

Contractor shall have procedures for validating critical data fields (e.g., vehicle make, registration renewal dates, and state abbreviations) through an interpretation and comparison of data from the Citation and data received from the vehicle registry.

Contractor shall ensure the system's ability to:

a) Pursue collections on vehicles not registered in the State of New Mexico on which a parking Citation has been issued in the City of Santa Fe.

b) Ensure the timely acquisition of out-of-state vehicle registration data.
c) Provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity.

The Out-of-State Collection System must have the ability to:

a) Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.
b) Recognize and accurately separate out-of-state registration records based on changes in ownership.
c) Maintain current and complete interface specifications.
d) Obtain the Registered Owner's name and address from the appropriate state vehicle registry.
e) Issue a Notice of Delinquent Parking Violation to the Registered Owner.
f) Issue reports to PVB to document, monitor, and control the processing of Citations issued to vehicles registered out-of-state.

70.0 Miscellaneous Collections Program

Most Citations are resolved during normal processing by payment of the Fine and Fees, by permanent suspension as a result of an Administrative Review, or by adjudication.

However, some Citations remain unpaid after normal processing and collections efforts are completed. These open accounts result from such things as anomalies in the New Mexico MVD registration system, failure of a new owner to re-register a vehicle, inaccurate mailing address provided to the MVD, and other similar situations. PVB has the option of assigning specific categories of open Citations for special collections efforts.

The following criteria are currently being used to categorize Special Collection Citations:

a) Delinquent Citations: Any unpaid Citation that has had a second penalty applied to the citation, has not be placed as a MVD Hold and does not fall into any of the categories below.
b) MVD Hold Rejects/Returned Transfers: Any unpaid Citation for which the request for MVD hold was rejected or for which the MVD hold was released after transfer of ownership information had been obtained from MVD. Note – not currently available with New Mexico MVD.
c) Aged MVD Hold: Any Citation that is on MVD hold and still unpaid sixty (60) days after the expiration date of the previous year's registration. Note – not currently available with New Mexico MVD.
d) Out-Of-State Unpaid: Any Citation on an out-of-state plate that remains unpaid forty- five (45) days after a Notice of Delinquent Parking Violation is mailed.
e) Returned Mail: Any unpaid Citation for which a notice has been returned by the Post Office as undeliverable.
f) Registered Owner information: Any unpaid Citations associated with a plate for which no Registered Owner information has been returned from the MVD after at least two (2) requests have been made within two-months.
g) Declaration of Non-Ownership: Any unpaid Citation issued to a vehicle for which a declaration of non-ownership has been received and forty-five (45) days or more has elapsed since the mailing of a letter requesting payment from the person identified as the new owner.
h) Leased/Rented Vehicles: Any unpaid Citations issued to leased or rented vehicles forty-five (45) days after a letter requesting payment has been mailed to the person who leased or rented the vehicle.

PVB reserves the right to amend the criteria used to determine which Citations shall be assigned to Special Collections.

The Contractor shall ensure the system's ability to effectively manage the Miscellaneous Collections component of Special Collections in each of the following areas:

a) Automatically review the PCPS database on a monthly basis and assign all Citations that meet the designated criteria as Special Collections
b) Provide NDPV forms

c) Determine and track the proper noticing for each designated Miscellaneous Collections criteria
d) Print and mail all of the notices required to support the Miscellaneous Collections Program.

The Contractor shall utilize industry standard efforts as authorized by the City to pursue and resolve these hard-to-collect Citations. All forms of notices sent and collection procedures followed by Contractor in the Special Collections process shall be subject to prior approval of the PVB. All revenues collected through Special Collections' efforts shall be deposited in the City's designated bank account within forty-eight (48) hours from the collection date. All Collection fees shall be added to the outstanding and unpaid citations' Fine amount and collected from the registered owner of the vehicle. The City will not be responsible to pay the Contractor any Collection fees.

71.0 Telephone Inquiries

In order to facilitate Special Collections, the Contractor shall provide a toll-free 800 number for use by the public that the Contractor will answer for at least eight (8) hours-per-day during normal work hours.

72.0 Purge of Records

The Contractor and PVB will mutually agree upon a purge plan of those accounts that are not collectable. The Contractor will submit to PVB an electronic and paper report of purged accounts at a mutually agreed upon time.

The Contractor's system shall be able to purge selected records.

73.0 Types of Accounts Assigned to Special Collections

PVB will assign accounts to Special Collections immediately following the assignment of the second penalty to the citation. These accounts which fall into the categories enumerated in this Section 5.3 will be transferred to Special Collections by PVB.

74.0 Special Collection Payments

All adjustments will be documented. Contractor is responsible for depositing payments made by check or money order to City's account within twenty-four (24) hours or no later than the next business day.

The Special Collection Fee shall be a fixed fee which will be added to the outstanding fine amount and collected from the registered owner. The City will not pay any collections' costs incurred by the Contractor under any circumstances.

75.0 Reports

The system shall be capable of providing the following reports:

a) Weekly: Citation payments submitted detailing Citation number and dollar amount.
b) Monthly:
    1) Number of new accounts received;
    2) Number of paid accounts by type of payment;
    3) Number of payment reversals – subtotals by reason;
    4) Number of NDPV sent during the month;
    5) Number of letters sent by type;
    6) Number of phone calls received;
    7) Summary of account statuses; and
    8) Invoice for amount owed by PVB to Proposer.

Failure to produce reports as outlined above will result in a credit to PVB of $100.00 per occurrence per working day not received, unless prior written approval for delay is granted by PVB. This contract liquidated damages requirement is a stand-alone assessment and will not be assessed in combination with, or in addition to, Section 10 Contract Liquidated Damages, City will either assess Section 10 or this assessment.

76.0 Exclusions

Regardless of the collection efforts of the Contractor, PVB shall not pay a fee in the following cases:

- When Citations are collected as a result of collection efforts through MVD Liens, i.e., those Citations paid at the MVD in conjunction with annual registration renewal;
- When Citations are dismissed by PVB, the City or the Municipal Court; and
- When no collection activity has occurred within the twelve (12) months preceding payment of Citations for which notices have been returned by the Post Office as undeliverable.

77.0 SYSTEM ENHANCEMENTS INCLUDED IN THE PROPOSAL

In addition to the required components of the CARRS, the PVB has identified the following desired enhancements as listed below: Contractor shall ensure that the PCPS provides the functions or interface with other systems described in the following subsections.

78.0 RPP and Auto-Chalking System

The Enforcement Unit plans to implement an electronic version of the current RPP permit (bumper decal) that the Customer can attach to the inside of the windshield. The goal is to enable the PEO to determine the validity of the Customer's permit utilizing the ECIRS handheld device by either reading a barcode or via RFID. Proposals shall describe the system's ability to supply this electronic residential parking permit, and explain how this electronic permit will work with the ECIRS system.

The Enforcement Unit plans to implement an electronic version of the current manual chalking system, which assists the PEOs in determining when a vehicle has exceeded the allotted time at a meter or timed parking zone. Proposals shall recommend and describe such a system, and explain how it will interface with the ECIRS and PCPS system.

79.0 Program Consulting

The Contractor shall provide management consulting services above and beyond the services described in Section 2.132. The Contractor may use in-house resources or a subcontracting arrangement with a specialist in parking management services. The Contractor shall identify a full-time contract manager for the entire term of this contract. The service offered must be expressed in staff time dedicated to consulting and the cost for this service must be included in the Cost Proposal.

The anticipated management consulting services offered under this Agreement shall include but are not limited to:

a) As needed EPM support with emphasis on effective enforcement, including developing appropriate productivity benchmarks. This should include regular meetings with PVB's Contract Administrator, Parking Director, Enforcement Supervisors and other key staff within the PVB.
b) As needed, analytical support for developing enforcement strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. The consulting staff will conduct, or at the request of PVB, provide the technical support needed for the PVB to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and violation capture rates, etc.
c) Upon request, extracting information from the Parking Citation database to support parking management initiatives.
d) Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports.
e) Provide on-going training for EPM staff in parking management related topics.
f) Upon request, an analysis of new technology and its applications to parking operations. Such analysis should include, but not be limited to: cost benefits of new technology, example organizations that have already implemented the new technology and appropriateness of new technology to PVB's processes and operations.

80.0 Electronic Boot Removal System

The City is planning on providing an electronic self-release booting system. This system will be utilized to boot vehicles which are identified as scofflaw violators.

The system will provide MLPR camera units to be mounted on one vehicle to assist scofflaw enforcement officers to easily identify parked vehicles which qualify as scofflaw violators. The CARRS system shall be capable of interfacing with the booting system in real time.

81.0 Noticing and Correspondence

PVB requires a range of support services related to the generation and distribution of Citation notices. The system shall have the ability to provide the following Citation notice functions:

a) Print and mail or utilize e-mail noticing of all notices required to support the CARRS.
b) Implementation of system controls to provide accurate and timely notices that incorporate industry- specific design and mailing techniques.

All form letters, forms and noticing procedures used by the Contractor must be approved in writing by the PVB. The Contractor may recommend generating additional notices. However, prior to adopting any changes to notice templates or notice generation procedures, Contractor shall explain the benefits and costs of the change to or deviation from standard noticing forms and procedures and obtain prior PVB approval.

82.0 Notice Selection

The system shall provide the flexibility to accommodate time- based as well as criteria-based selection variables to generate specific types of notices. Examples of such criteria are: Citation age, suspend status, partial payment, and returned mail status.

83.0 Notice and Correspondence Printing and Mailing

The Contractor shall be responsible for generating, printing of all notices and correspondence specified herein, and shall be responsible for the quality of each notice run. At a minimum, the Contractor's system shall check for alignment, print quality, correct form, correct run date and shall ensure that all required information is printed.

The Contractor shall comply with all U.S. Postal Service regulations regarding the pre-sorting and bar coding of mail and with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The Contractor shall take measures to ensure compliance with the requirements and specifications for first class permit mail as set forth in the U.S. Postal Service's "Domestic Mail Manual."

The City reserves the right to cancel the contractor's obligation to perform the functions described in this paragraph 83.0 of the contract upon written notice.

84.0 Postage Costs

The City shall be responsible for all postage costs, including the cost of placing holds on vehicle registration renewals at the New Mexico MVD and in states outside New Mexico, the costs of mailing of notices of delinquency, Administrative Adjudication Program notices, tow notices and any other correspondence and notices as directed by the City.

85.0 Notice Research and Reporting

The PCPS must be able to research specific notice runs, individual notice record information and the response rate or payment return rate. The system shall have the ability to support an on-line, real- time review of all notice activity by type of notice.

Daily and weekly management reports must be provided that tracks all notices and their responses.

Summary data for each notice run and detailed information for each notice within the preceding twelve (12) months shall be provided within one (1) working day of PVB's request.

Failure to provide summary data for notice runs and detailed information for each notice within the preceding twelve (12) months within one (1) working day of PVB's request will result in a credit to PVB of $50.00 per calendar day of delay, unless prior written approval for delay is granted by PVB.

Failure to provide any noticing management report within the deadlines established by the Contract shall result in a credit to the PVB of $50.00 per calendar day of delay unless prior written approval for delay is granted by PVB.

86.0 Notice of Delinquent Parking Violation

A Notice of Delinquent Parking Violation must include at least the following information:

a) The procedure for challenging a parking Citation by mail;
b) The address to which a payment should be mailed;
c) Instructions on credit card payment options via telephone or internet;
d) The date that a late penalty will be added and the amount that will be due on that date;
e) The fact that the Registered Owner assumes all responsibility for making sure that the payment is received before the due date;
f) The toll free number and hours to call for inquiries; and
g) Any other information required by law.

87.0 Correspondence

Contractor shall ensure the system's procedures for accountability of correspondence processed by PVB staff. The system shall provide the PVB the ability to generate daily, weekly and monthly reports of all correspondence processed by the PVB staff. The reports shall provide details of all correspondence placed on hold by each City employee, length of time on hold, final disposition, total number of items placed on hold and total dollar value of the items placed on hold.

88.0 Additional Equipment Needs

PVB may request Contractor to procure additional hardware, software or equipment related to the services to be performed pursuant to the Agreement. PVB may request the Contractor to provide estimates and schedules for the purchase or lease of equipment. If PVB chooses to purchase or lease the hardware, software or equipment through the Contractor, PVB will reimburse the Contractor based upon approval of the proposed costs by the Parking Director.

89.0 Ideas for Improvements

Contractor shall present any and all ideas for enhanced revenue generation and collections, improved enforcement, greater efficiencies through Lean Process or other efficiencies and improvements that the Proposer's system currently provides or that the Contractor could develop within six (6) months from the start of the Contract. This discussion should include the perceived benefits to the PVB of the proposed improvements. If any improvement is not currently supported by Contractor's system, this section shall include resources, if any, required for the project and a schedule for implementation.

90.0 System Availability

System availability is defined as the time during the principal hours of operation when the Parking Citation Processing System, including all subsystems, is available to PVB for the intended use. System availability shall be maintained at 98%, Monday through Friday from 8:00 a.m. to 6:00 p.m. MT. The Contractor shall submit objective methods of measurement to enable PVB to monitor the availability level. It is the Contractor's responsibility to measure and report the availability level to PVB on a monthly basis.

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 Proposals.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit shall be made to PVB based on the percentage of difference between the criteria and the actual percentage of availability times the Contractor's Monthly Management Fee basis for the month. Contractor shall submit an objective method of measurement prior to implementation to monitor the 98% system availability clause as defined in Item 90.0 – System Availability". During implementation City and Contractor will mutually agree on a SLA calculation formula.

91.0 Error Correction

Error corrections are defined as software anomalies having a negative impact on the operation or use of the system. The Contractor shall correct, at no cost to PVB, all system malfunctions and errors. The Contractor shall repair or correct any such malfunctions and errors that impact the collection of revenues by PVB within one (1) business day of receipt of notice from the PVB. Any system errors that effect collections of revenues will be categorized as a Severity 1 issue and dealt with immediately. Both parties understand and agree that loss of revenue is difficult to determine. Both parties will agree to a measurable and appropriate penalty.

If the Contractor cannot correct such errors within one (1) business day of receipt of notice from PVB, the Contractor will be held liable to credit the City's invoice for the following month in the amount of two hundred fifty dollars ($250.00) per calendar day of delay.

92.0 System Discontinuance and Backup

The Contractor shall agree to establish a redundant data network and internet connections to provide a high availability system.

93.0 Performance

PVB will require assurance from the Contractor regarding the operational performance of the PCPS.

Contractor shall define the number of transactions that the system will be able to process per hour by type of transaction. This is known as "throughput". Contractor shall state assumptions regarding peak-hour processing and weekly and expected monthly average volumes. Contractor may segregate throughput parameters according to transaction types.

The system shall measure and report workstation response time to PVB on a monthly basis.

Contractor shall provide a workstation response time according to the table below for all data entry, updates, deletions and indexed queries, between 8:00 a.m. and 6:00 p.m. Monday through Friday MST and within the confines of factors within our control. Response times may be affected by City's internet connections and or City owned hardware.

Table 2.0 represents expectations of "typical" Application Response Times and Percentage of Time Accomplished.

Table 2.0 Query Response Times for Various Tasks and Percentage of Time Accomplished in eTIMS®

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Single Citation Inquiry	2 to 3 seconds	1200	98
Adding Staff Notes	3 to 5 seconds	720	98
Posting Citation Payments	3 to 5 seconds (depends on the number of citations being paid in one transaction).	720	98

Task	Estimated Response Time in Seconds	Estimated transactions per hour	% of Time Accomplished
Multiple Citation Inquiry (rental car by plate)	3 to 5 seconds (depends on number of citations attached to plate)	720	98
Standard Report – e.g. annual volume of citations by violation code for 3 years	15 to 25 seconds	144	98
Display related citations by Registered Owner (RO)	2 to 3 seconds	1200	98

As per the RFP requirement, Contractor will evaluate response times during implementation and testing phase. Contractor and City will work together to confirm whether the Service Level Agreements (SLAs) and the appropriate liquidated damages as defined below for failure to meet service level standards is appropriate.

If the Contractor fails to meet the defined response time requirement for more than 2 hours in any one-week calendar period, PVB shall be entitled to a credit against the Contractor's monthly system charges as follows:

- Greater than (>) three minutes but less than (<) 20 minutes = $25 hour
- 20 minutes but < 60 minutes = $ 50 per hour;
- > 60 minutes = $ 150 per hour

System response time SLAs will exclude delays caused by City's network infrastructure and internet connectivity to Conduent's network. Or delays accountable to any Agency DMV during look up.

94.0 PCPS Computer System Environment

PVB expects that the system will operate on a web-based platform with the appropriate redundancy processes to support maximum availability and reliability of systems. The City desires to acquire information systems that reflect an "open system" standard. The City intends to implement systems that will enable PVB to integrate multi-department, multi-vendor environments and minimize proprietary interface requirements. Open systems also enhance the portability and maintainability of installed application systems.

95.0 Network Requirements

Contractor shall provide recommendations to PVB for any equipment or software upgrades, including networking architecture, which are necessary or advised for effective use of the system. PVB shall approve the plan or otherwise reasonably modify it as necessary within one week of receipt. Contractor shall provide hardware recommendations for the minimum network traffic requirement based on implementation of the system in similar cities and the indicated volumes and user count at PVB.

96.0 Application Design

Contractor shall provide the application software design in terms of the processing of data by the users. Furthermore, Contractor shall provide the use of menus and portals, consistency of operations, GUI widgets used, use of code tables & accessibility of them to the users and special features of the system.

97.0 Data Entry Features

Contractor shall provide the general method for processing of data, including screen presentation and GUI widgets used, editing functions and features and method of acknowledging that a data record has been sent successfully.

98.0 Data Searches

Contractor shall provide the methods for retrieving information from the system for high usage searches and on-demand or uncommon searches. Additionally, Contractor shall ensure that the system will enable the workstation used to direct reports or notice letters to a local printer.

99.0 Suspended or Modified Data Records

The eTIMS® system is a robust system of record and as such does not allow for "deletion" of records. This ensures a proper audit trail. A record can be permanently suspended or modified. All actions taken on a citation are recorded with the user id, time and date. The user id, time and date are attached to the citation and cannot be modified or delete. It creates a chronological history within the ticket record. A contractor quality assurance person verifies all permanently suspended tickets. This ensures a check and balance system.

The customizable archive process will identify those citation records that are no longer needed and removes them from the real-time system and stores them on long term media for reference. If needed, the archived data can be accessed for review by City staff. This archiving process keeps the total size of the data base at a reasonable size, while providing the most complete history of a vehicles record.

100.0 Security Authorization

Contractor shall describe the controls of the system that regulate access to specific functions of the system, such as MVD inquiries or deletion of records. If third party tools are used, Contractor shall state whether security authorization can be extended.

101.0 PCPS Support

Contractor shall thoroughly describe the system environment that will be employed to identify and respond to requests for remedial maintenance, reports of system anomalies and reports of user problems and system questions, including tools available to the Contractor's staff, and software to be used. The Contractor's system shall be supported by a staff of experienced, well-trained technicians.

At a minimum, the system must:

- Monitor system for outages,
- Monitor and evaluate performance,
- Distribute daily problem status reports,
- Track to resolution all reported incidents and
- Track and report on system availability.

Problem resolution procedures shall include a comprehensive review process. Management reports highlighting any special problem areas or trends shall be available to PVB. At a minimum, the reports shall include, but are not limited to:

- Problem status by site,
- Responses time statistics,
- Monthly availability statistics and
- Statistics on the time required to make repairs.

The Contractor shall provide a complete system, including all data processing hardware and software, sufficient to support all of PVB's Citation processing and collections operations.

102.0 Application Software Support

PVB requires a flexible system, since experience has shown that the system will need to be continually enhanced and improved. Ongoing technical support that provides analysis, suggested improvement, problem resolution and operations monitoring is essential. On-demand reports, special data requirements, new changes to the application and new sub-system development shall be required during the life of the contract. Proposals shall describe the staff and life cycle methodology that is proposed to support the application software.

103.0 Production Control

Contractor shall ensure that the system and the experience of the key staff members allow for full accountability for every transaction processed. This responsibility includes ensuring:

a) That processing is scheduled in the correct sequence
b) That any batch processing is completed successfully and in the correct order
c) That transactions and associated penalties processed for the transactions are reconciled and accurately reflected on the Proposal's system
d) That all production management reports on system transactions are accurate and
e) That all data are prepared according to PVB specifications

104.0 Storage Capacity

The Contractor shall ensure the storage capacity of the system is sufficient to manage current and archived PVB Citation records. The Contractor is required to determine its own system-storage requirements.

105.0 Disaster Recovery Backup

The Contractor is responsible for ensuring that all systems, files and data are reliably backed up and when appropriate, archived in case of disaster. Contractor shall ensure that alternative sources and capabilities for equipment, communications and other facilities that could be provided in the case of disaster. In the event that a natural disaster does disrupt the system, the Contractor shall have a detailed City-approved recovery plan in place. The plan shall be tested and ready to be implemented at all key facilities so that services are restored quickly and in accordance with City performance standards.

The Contractor shall have a disaster recovery and backup plan that at a minimum shall address the following:

a) Procedures for back up of all software and computer programs, files and computerized procedures
b) Off-site duplication of all software and computer programs and computerized procedures
c) Repair procedures for all hardware, communications and other equipment to minimize the time required for restoration of service
d) Alternate processing arrangements in the event of severe damage to facilities
e) Proposed periodic and comprehensive testing of emergency procedures and
f) A description of archival and backup storage

106.0 Audits

The Contractor shall fully cooperate with regular audits by City staff. Contractors shall conduct internal audits to review control policies and procedures, both physical and non-physical security, and sample testing to ensure security.

107.0 Security

The Contractor shall provide complete security for the protection of both physical items and data. Security includes the protection of physical items such as files, communication networks, cash, checks, and Citations. Security shall also include guarding non-physical items, such as the confidentiality of data.

108.0 Non-Physical Security

The Contractor's system shall provide non-physical security features and capabilities. Non-physical security issues include, but are not limited to:

a) Restricted access to the system by time of day and particular workstation
b) Restricted access based upon proper authorization
c) Unique user access identification that shall be changed at periodic intervals
d) Backup records of virtually every update transaction
e) Transaction histories with date, time and identification of every transaction
f) Strict control and reconciliation procedures for every system update
g) Control of dial-up access to the system and
h) Virus detection and control

No.	Requirement	Compliance
a	Restricted access to the system by time of day and particular workstation	eTIMS® does not support restricting login by time of day at this time. Restricting access by time of day can become an administrative issue; if a user needs to work overtime, the request to modify time-of-day restrictions would need to be submitted in advance for the change to be implemented, and another change would be required when the user goes back to normal working hours. The Windows operating system does support this restriction, which can provide the time-of-day flexibiliy the City may require to restrict access to eTIMS®.
b	Restricted access based upon proper authorization	Xerox maintains access to our eTIMS® application and subsystems with an emphasis on strict controls for access to individual subsystems and individual rights within each subsystem. Our two-tiered security architecture, TOP SECRET and table maintenance, limits users to only those rights that are defined in both tiers. Two separate Xerox staff members manage the two tiers to prevent the creation of fraudalent user accounts.
c	Unique user access identification that shall be changed at periodic intervals	eTIMS® supports this requirement. Users are required to change their passwords every 60 days. Users must choose a new password; they are not allowed to re-use any password that was used in the last 12 months.
d	Backup records of virtually every update transaction	In our solution, ATOS (Xerox's ITO solution) takes dual interactive backups of the eTIMS® database while the system is online to eliminate service disruptions. This procedure captures changes which are occurring to these active databases so that recovery includes complete database images. Daily incremental backups are taken of every non-database dataset, which has been revised since the last backup (including but not limited to operating software, source code, procedure, copy, and transaction libraries). These incremental backups are taken using DMS/OS for all non-database files. The CA ENDEAVOR library maintenance package and other software tools are used in a similar manner to backup other specialized datasets. All incremental backups are also duplexed with one copy shipped to a secure off-site vault at Iron Mountain within 24 hours of generation. Full volume backups are performed every weekend. These backups are duplexed, with one backup copy delivered to ATOS's secure off-site vault at Iron Mountain within 24 hours and the other remaining in secure storage at the Data Center. "Online" backups are taken of all databases on a daily basis using standard database backup utilities, while the databases are active, thus not impacting availability. These backups are duplexed with one copy and its associated protection logs (PLOGS) that contain database changes transported off-site to a secured vault facility. Dual copies of database images are generated with one retained on-site and the other transported off-site to a secured vault facility for safekeeping. On-site tapes have retention periods of 15 days; the off-site set will have a retention period of 30 days and are cycled to maintain current copies at the vault.
e	Transaction histories with date, time and identification of every transaction	Audit trails are created for all online and batch updates. These records report user IDs and the time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All

		transactions are kept in a separate file for a prescribed period of time for monitoring and review. Transactions may also be tracked online. When data transfers occur, a log tells production control if the transfer has failed so the transfer can be executed again. The log then verifies that the data was sent, received and processed. Journal reports are produced daily showing the detail and summary totals for all online transactions including user ID, date and time. Every transaction is written to a journal report providing comprehensive audit trails through each citation's entire life cycle, from issuance to payment, dismissal, or other resolution. These audit trails remain intact, even after the citation records are archived. Record archiving is conducted in accordance with client instructions and business rules.
f	Strict control and reconciliation procedures for every system update	One of the security features of eTIMS® is generation of audit trails for all online and batch updates. These records report user IDs, date and time of each system update. Sensitive transactions such as suspends and adjustments, in addition to being limited to certain personnel, can also be tracked and monitored. All transactions are kept in a separate file for a prescribed period of time for monitoring and review.
g	Control of dial-up access to the system and	Conduent has developed overlapping, fully auditable, and highly restrictive security procedures for system access that will apply to all Conduent employees, our team members and all City users including access via a dial-up connection.
h	Virus detection and control	Conduent's PC and LAN implementations include full protection from computer viruses. This is accomplished through the use of McAfee VIRUS protection software, a state-of-the-art industry standard software package designed for network and workstation virus protection as part of McAfee's comprehensive back-up software. McAfee automatically scans files as they are introduced or extracted from the file server or the Xerox e-mail system. If this scan detects a virus, the file is blocked from entering the server and an alert is sent to the user workstation and the file server console. McAfee does not permit the virus to enter the server's file system. Secondarily, a separate software component runs on each workstation and scans all incoming and outgoing files for viruses. Any viruses detected at the workstation level are presented to the user with the option to automatically fix or delete the file.

109.0 System Control and Security

Based on an individual's role, the Contractor's system shall provide functional security by restricting certain functions (such as permitting access to inquiry only) and allowing data update capability on an as-needed basis. Contractor's system's security features shall be designed to maintain the security of all information contained in the Citations database and maintain the confidentiality of information.

110.0 City and Project Staffing

The City will have a dedicated Project Manager through implementation. The City intends to have both functional and technical resources available during implementation. Additional detailed City resource planning has not been completed and will be based on the resource estimates provided by the Contractor.

111.0 Staffing and Management

Superior services levels require a staff with demonstrated technical expertise. The Contractor's key staff shall be evaluated on the amount and quality of experience in their technical disciplines.

The Contractor, and subcontractors who are responsible for 30% or more of the scope of work, shall provide adequate transition staff that resides within PVB and City of Santa Fe for the duration of the transition period. This staffing requirement will include personnel with the ability to provide improvements and enhancements to the system.

The Contractor shall provide continuous preventative maintenance throughout the Term of this agreement, including site visits to the City of Santa Fe at contractor's discretion and expense as and when deemed necessary by the Contractor. These maintenance site visits will be in addition to the annual visits agreed to in this agreement.
In addition, the contractor is required to monitor the PARCS every day to ensure that the PARCS is fully functional at the minimum requirement of 98%.

Contractors shall present a staffing plan that provides time allocation (percentage of dedication to the proposed contract) for the staff person(s) who will be responsible for:

a) The oversight of all contract services and deliverables, and communication and negotiation with senior PVB officials for program evaluation and Feedback
b) The oversight of system outputs, including statistical analysis and report monitoring
c) The oversight of all PCPS financial transactions and reconciliation in relation to operations, including reconciliation of daily deposits, audit of cashier settlements, scheduling, correspondence processing, reject processing and financial adjustments
d) The oversight of the processing of high volume of payments received by mail, including the opening and preparation of documents and the preparation of deposits to the financial institution (on an as required basis)
e) The accurate processing of the data captured on Citations, name and address changes, returned mail processing, the application of name and address data, enforcement officer field reports and any other transaction processing required, and
f) Systems management, supervision of communications technicians and compute support specialties to meet PVB availability standards.

Contractor shall ensure system availability through technical service support, and be able to provide this support and the facilities and other requirements needed on site. Contractor shall also ensure that staffing is sufficient to provide Customer service to meet requested standards and support.

112.0 Number of Users

The following user counts by module contained in Table 03 are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

Table 03: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	Electronic Citation Issuance and Reporting System (ECIRS)	15	15
2	Enforcement Management System (EMS)	12	
3	Parking Citation Processing System (PCPS)	15	
4	Special Collections System (SPS)	4	

It is anticipated that some users will use multiple modules causing overlap in each functional area.

113.0 Current City Applications Environment

A variety of applications and databases exist in the current environment to support the City's core business processes. The application environment includes the primary applications as described further below.

- **JD Edwards EnterpriseOne:** The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The current hardware platform is an IBM System I, Power 6 partitioned into three (3) Logical Partitions (LPARs); Enterprise/Application Server; Web Server; and Test Server. These partitions support three (3) environments; Production (PD); Prototype (PY); and Development (DV). A Deployment Server runs on a HP DL 360 G5 Server. Three (3) additional LPARs run on the IBM System I in support of other functions World, High Availability, and Test2. The City recently completed an upgrade of the OS400 Operating System on its IBM System I from V5R4 to V7R1.

  The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control.

114.0 Planned and In-Progress Projects

The City currently has several in progress or planned enterprise-wide technology projects that may potentially impact system and technical standards during the implementation of a new Community Development System.

- **Enterprise Resource Planning (ERP) System Implementation**: The City is in the process of evaluating proposals for an ERP system.
- **Utility Billing System Implementation**: The Public Utilities Department is in the process of implementing a modern utility billing system that could potentially interface with a future Community Development System.
- **End User/Help Desk Support:** The City is currently conducting process reviews to improve help desk support including setting up designated staff to receive help desk requests and triage work orders.
- **Data Center Migration:** The City is in the process of moving the primary data center to an outsourced facility away from the City's primary buildings.
- **311 System Research:** The City is in the process of looking into a more robust 311 system. Currently the City's website provides some basic 311 functionality, however it is not adequate for the City's needs.
- **iSeries Upgrade:** The City is looking into upgrading the iSeries servers (AS/400 servers) as the hardware support will expire in December 2016. Staff reported that not all applications will be off the servers by then, and that the City may need to lease or buy a platform.
- **GIS IMS System Upgrade:** The City is currently in the process of upgrading the internal and public facing GIS Internet Mapping System (IMS).
- **OpenGov:** The City is currently implementing a financial data portal using the OpenGov solution. Five (5) years of financial data will be available to the public on this portal.

115.0 Implementation Project Plan

As part of the Project Scope, the Contractor(s) must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

Section #1 - Project Objectives: This section of the Implementation Project Plan should include overall Project objectives. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #2 - Project Deliverables and Milestones: This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City. Proposer's submittal in their response to RFP (page 233 and Section 8) is accepted.

Section #3 - Project Schedule (Project Management Software): This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 of the Project Plan. In addition, this section should reflect Project predecessors, successors and dependencies.

The City requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

The Contractor shall be responsible for installing and implementing the ECIRS as a complete system to the performance standards and specifications of the Agreement, regardless of manufacturing sources of hardware and software.

The plan must describe the equipment installation requirements for each location, the installation schedule, Contractor's need for participation or assistance from PVB or installation and the extent to which Contractor would need to use PVB facilities. Proposer's submittal in their response to RFP (page 233-234 and Section 8.2) is accepted.

Section #4 - Project Management Processes:

a) **Resource Management:** This section of the Implementation Project Plan should describe City resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and the City should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party. Proposer's submittal in their response to RFP (page 234) is accepted.

b) **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the City's desire to use the proposed enterprise software system(s) "as is" and, as such, any changes must be reviewed and approved by the City's Implementation Project Team. Proposer's submittal in their response to RFP (page 234) is accepted.

c) **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the City. Proposer's submittal in their response to RFP (page 234) is accepted.

d) **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the City Implementation Team. Proposer's submittal in their response to RFP (page 234) is accepted.

e) **Quality Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City. Proposer's submittal in their response to RFP (page 234) is accepted.

f) **Communication Management:** This section of the Implementation Project Plan should describe the approach the Selected Vendor will use to provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, Project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the Vendor will use; frequency of these communications; and key Vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. The City also expects that the Contractor will make key personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, or budget, of the CD system. Proposer's submittal in their response to RFP (page 234) is accepted.

g) **Business Process Change Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to provide a plan which should include a list of the business processes the Contractor recommends changing and a detailed description and flowchart outlining the changes, the anticipated benefits to the City of these changes, and how the Contractor proposes to manage this change process. Proposer's submittal in their response to RFP (page 234) is accepted.

h) **Organizational Change Management**: This section of the Implementation Project Plan should describe the process, tools and techniques the Contractor will use to manage the people- side of change. Proposer's submittal in their response to RFP is accepted.

Section #5 - Data Conversion Approach: As part of the Implementation Project Plan, the Contractor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the Contractor will approach developing the data conversion plan, and what processes will be undertaken by the Contractor's Project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or Contractor) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Contractor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the Contractor shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Contractor should plan to have converted data ready for the User Acceptance Testing phase of the Project. Proposals shall describe all procedures planned for the conversion testing, including the assistance and participation expected of City staff. The Contractor shall bear all costs of conversion, including all MVD coding and related costs in the transition.

See the Data Conversion tab in Exhibit C, Functional and Technical Requirements.

Proposer's submittal in their response to RFP (Section 10) is accepted.

Section #6 – Training: As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. It is the City's intention that the Contractor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables. Documentation, including training manuals and agendas, will be provided by the Contractor before each training session with City staff.

This Training Plan must include the information described below:

a) The role and responsibility of the software and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end users)
b) The role and responsibility of the City staff in the design and implementation of the training plan
c) Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel
d) Proposed training schedule for City personnel of various user and interaction levels
e) Descriptions of classes/courses proposed in the training plan. (The Vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Vendor must be very clear about exactly what training courses are included in the cost of the proposal and what training materials will be provided
f) The knowledge transfer strategy proposed by the software and/or implementation Vendor to prepare City staff to maintain the system after it is placed into production
g) Detailed description of system documentation and resources that will be included as part of the implementation by the Vendor including, but not limited to, detailed system user manuals, "Quick

Reference" guides, online support, help desk support, user group community resources, and others as available

h) Within fifteen (15) days after the Contract Approval Date, the Contractor shall submit a completely documented Training Plan that shall describe the following:
    1) A detailed, comprehensive and complete initial and ongoing training program for operation and management of the ECIRS for all management, technical and operational personnel designated by PVB
    2) A schedule for installation, initial training and implementation with provisions for smooth and minimally disruptive implementation of the ECIRS
    3) Complete integration of the ECIRS into the Enforcement Unit operations and
    4) administration through complex implementation and post implementation training; and,
    5) Implementation and post-implementation support for ECIRS operations.

Contractor acknowledges the liquidated damages timeframe in reference to the training deliverables: deliverable date of the Training Plan will align with the appropriate date in the final implementation plan. The requirement "to provide quarterly notice of Training Plan reviews to PVB will be evaluated after implementation and a determination of the need and frequency of the training will be determined.

Failure to submit a completely documented Training Plan within 30 days of the Contract Approval Date of the contract shall result in a credit to PVB of $50.00 per 24-hour period of delay.

Failure to provide quarterly notice of Training Plan reviews to PVB within 30 days after each quarter will result in a credit to PVB of $75.00 per occurrence.

Proposer's submittal in their response to RFP (Section 13) is accepted.

Section #7 - Bi-Weekly Status Reports: The Contractor shall prepare and submit a project status update report electronically to the City one (1) day before the weekly status call with the City. Sample project status update report is included in Proposer's submittal in their response to RFP (pages 237-238).

116.0 System Interface Plan

As part of the Project Scope, the Contractor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Exhibit C, Functional and Technical Requirements/Capabilities. Proposer's submittal in their response to RFP (pages 239-240) is accepted.

117.0 Software Customization Plan

As part of the Project Scope, the Contractor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall Project schedule, budget, and final success. This Software Customization Plan should describe the process that the City and the Contractor will engage in for accepting the software modifications. While it is the City's intent to utilize the Contractor system's existing capabilities and embedded best-practice business processes, it recognizes that there may be some critical work processes that require software customization. Proposer's submittal in their response to RFP (pages 242-243) is accepted.

118.0 Testing and Quality Assurance Plan

As part of the Project Scope, the Contractor will develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the project and that the Contractor will also provide assistance during each testing phase involving City users. The Contractor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Contractor will also provide a plan for stress testing of the system that will occur during or after UAT. Testing of all integrated systems shall be conducted for verification of capability, according to standards required by the PVB. All PVB divisions shall actively participate in the testing and shall verify the accuracy and reliability of the PCPS based on test results. The go-live schedule shall be subject to the final approval of PVB following sufficient parallel testing and acceptance of the new system. The Contractor's implementation plan

shall allow time for parallel testing of the new system. Proposer's submittal in their response to RFP (pages 244-247) is accepted.

119.0 Pre- and Post-Implementation Level of Support

As part of the Project Scope, the Contractor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after the implementation.

The following support and issue resolution information contained in Table 03 are suggestions and are provided for planning purposes only. The table contains information on the support issue resolution standards that the City wishes the Contractor to provide following implementation.

Table 03: Support and Issue Resolution Standards

No.	Support and Issue Resolution Standards
1	The vendor, at a minimum has the ability to adhere to the following standards for issue resolution: • Severity Level 1, system is down. Attention required immediately, maximum of 30 minute response time. • Severity Level 2, major functionality of the system is impacted or parts of the system are down. Maximum of 1 hour response time. • Severity Level 3, non-mission critical processes are impacted. Maximum of 8 hour response time.
2	Outage times should be based on a 24x7 basis instead of working hours.
3	Severity levels for support will be defined by the City.
4	The vendor will provide support during standard City business hours.
5	The vendor will provide web-based support, with a searchable database of common problems, to assist end users in researching error messages.
6	The vendor will adhere to the City's security policies, including but not limited to, vendors requesting access to the application and/or network prior to troubleshooting.
7	The vendor will proactively notify the City System Administrator regarding which releases of third-party software (e.g., JAVA virtual machine, Internet Explorer, Mozilla, Safari, etc.) are known to create problems with the current version of the vendor software.

Proposer's submittal in their response to RFP (pages 248-250) is accepted.

120.0 System Documentation

As part of the Project Scope, the Contractor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module. All Contractor Intellectual Property and any copies or derivative works thereof made by City will be at Contractors discretion either 1) returned to Contractor or 2) Certified as destroyed by City at the end of the Agreement.

The Contractor shall be able to provide up-to-date, detailed documentation relating to all operational aspects of using the system. In addition, the Contractor shall provide any documents required in the system. This shall include, but is not limited to:

a) Detailed user manuals explaining each component of the Proposal's system
b) Functional manuals, tailored to each processing unit, to explain the Proposal's system as it relates to the job responsibilities of the particular user and

c) Forms and the various documents that shall be completed by the public to conduct routine matters involving the processing and adjudication of Citations. These forms are presently kept at the Citation and Hearing Divisions and include, but are not limited to:
d) Flyers with instructions on how to contest Citations
e) Untimely Requests for an Administrative Review Hearing Form and
f) Declarations of Non-Ownership

Proposer's submittal in their response to RFP (pages 250-251) is accepted

121.0 Risk Register

As part of the Project Scope, the Contractor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion. Proposer's submittal in their response to RFP (page 252 and Section 4.4.8) is accepted.

EXHIBIT B – PRICE PROPOSAL

Conduent State & Local Solutions, Inc.

CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM

PRICING MATRIX - CITY OF SANTA FE SOFTWARE AND IMPLEMENTATION SERVICES FOR A PARKING CITATION ADMINISTRATION AND REVENUE RECONCILIATION SYSTEM RFP # 17/04/P

Service	
Fees Paid By City	
3-year base term - Monthly Management Fee – Total of 32 months (Months 4 to 36)	$13,782/month*
2-year option term - Monthly Management Fee – Total of 24 months (Month 37 to 60)	$12,950/month*
Per Citation issued	$0.29/citation*
Noticing	$0.10/postcard notice*
Correspondence (per correspondence mailed)	$0.14/correspondence letter*
Postage – Reimbursable	*Reimbursed at actual cost*
Lockbox payment processing**	*Not applicable – City to provide**. Conduent to provide revised pricing upon request.*
Fees Paid By Motorist	
Credit Card Processing fee	$1.50/per transaction
Delinquent Collection fee (paid on contingency basis)	$35.50/collected citation

Conduent Assumptions and Notes:

1. Term: 3-year base term plus one 2-year option. Total of 5-years. If City does not exercise the full 2–year option, the City will pay Conduent a one-time termination fee of $123,500.
2. Annual Management Fee will be subject to an annual adjustment equal to the lesser of the Consumer Price Index for All Urban Consumers (CPI-U) - All items category referenced in the website https://www.bls.gov/news.release/cpi.t02.htm not to exceed 2%.

3. ** City responsible for providing high-performance scanner if City wishes to attach images of Lockbox transactions into eTIMS (payment receipt, payment scan, correspondence scan, payment deposit etc.). City responsible for posting/recording payment transactions into eTIMS or providing payment transaction file to Conduent.
4. Pricing does not include citation ticket stock/envelopes.
5. Pricing includes two (2) Business Objects licenses for reporting.
6. Conduent will be responsible for fees and management of the merchant account for credit card transactions. A $1.50 credit card processing fee will be charged to the customer using the service.
7. Conduent will charge a $35.50 collection fee to the motorist for delinquent collections efforts.
8. Assumptions for citation issued, payments processed, notices and correspondence and other variable cost are based on information received during the RFP process, answers to the questions and clarifying addendum. Ticket issuance assumed at approximately 30K, Noticing 30K, Correspondence 3K.
9. Price is valid for 180 days.
10. Conduent will credit the City $0.10 for each handwritten citation under a monthly volume of 3,000 handwritten citations.
11. New Mexico Interactive - based on conversations we had with NMI prior to our proposal submission, the file of tickets for name and address acquisition can be sent in an automated process directly to NMI from Conduent on behalf of the City or we could send the file to the City to be submitted through the City. We assume there would be no fee for this service from NMI or MVD. Any costs associated with providing a direct interface with NMI, retrieving Register Owner information directly from NMI or other similar transactions will be charged to the City as a reimbursable expense.
12. Conduent will provide an annual on-site meeting in Santa Fe with Conduent's Program Manager in each contract year. Any additional program planning meetings requested by Santa Fe will be charged at $1,000 per trip per Conduent participant. Any additional trips planned by Conduent will be at Conduent expense.

Exhibit C - List of Functional and Technical Requirements
Conduent State & Local Solutions, Inc.
Citation Administration and Revenue Reconciliation System

Table of Contents		
Tab No.	**Functional Area**	**Number of Requirements**
1	General and Techical	33
2	Electronic Citation Issuance and Reporting System (ECIRS)	19
3	Enforcement Management System (EMS)	9
4	Parking Citation Processing System (PCPS)	47
5	Special Collections System (SPS)	16
6	Marketing and Revenue Generation Program	1
7	Noticing and Correspondence	9
8	System Enhancements	5
9	Interfaces	2
10	Data Conversions	1
	Total Functional Requirements:	**142**

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the table below.

Requirements / Capabilities 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 January 1, 2017 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. All related customization costs should be indicated in Attachment C – Cost Worksheet.
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.

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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 January 1, 2017 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. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	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.

General and Technical				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
GT.1	The system has the ability to flow all changes made throughout all modules without the need for duplicate data entry.	**Critical**	**S**	Fully compliant
GT.2	The system is a web based hosted or Software as a Service (SaaS) solution.	**Critical**	**S**	Fully compliant
GT.3	The system supports permission levels based upon defined user groups and roles.	**Critical**	**S**	Fully compliant
GT.4	The solution is able to integrate with other applications thru the use of APIs.	**Critical**	**S**	Fully compliant
GT.5	The solution provides 24 hour 7 days a week access to data and system. Down time is limited to scheduled system maintenace windows that are outside of normal business hours.	**Critical**	**S**	Fully compliant
GT.6	The system supports real time citation charge information and updates.	**Critical**	**S**	Fully compliant
GT.7	The solution is fully SSAE 16 and PCI certified.	**Critical**	**S**	Fully compliant
GT.8	The system has a customer self service portal for information access and payment processing.	**Critical**	**S**	Fully compliant
GT.9	The system supports Microsoft Windows 7 client operating system. Please specify the client platforms supported in Comments.	**Critical**	**S**	Fully compliant. Our system supports Microsoft Windows 7 and Windows 10 operating systems.
GT.10	The system supports Microsoft Windows 2012 server operating system. Please specify the server platforms supported in Comments.	**Critical**	**N/A**	Not applicable. Xerox's solution is presented as a fully-hosted solution and the City is not required to provide a server operating systrem. Please refer to Section 3.b for more information on our hosted-solution.
GT.11	The system supports import/export capabilities to Excel.	**Desired**	**S**	Fully complaint
GT.12	The system supports mobile platforms (smartphones and tablets). Please specify the mobile platforms supported in Comments.	**Critical**	**S**	Fully compliant. Our system supports mobile platforms (smartphones and tablets). For the ECRIS system we support mobile platforms running Windows and Android mobile platforms. For SAP's Business Objects reporting tool we support Windows, Android and iOS mobile platfomrs.
GT.13	The system supports concurrent users and no limits to scaling system for peaks or future growth.	**Critical**	**S**	Fully compliant
GT.14	The system supports Integration with Microsoft Office 2010.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	F: Feature/Function will be available in a future software release available to the City by January 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
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	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.

General and Technical				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
GT.15	The Contractor provides multiple training options, i.e. on-site, off-site, on-line. Please specify options in Comments.	**Critical**	**S**	Fully compliant. We offer multiple training options from on-site, web-ex, videos and manuals.
GT.16	The Contractor provides standard annual maintenance and service level agreements.	**Critical**	**S**	Fully compliant
GT.17	The system supports annual or quarterly software releases and upgrades for improved software features and functionality. Please specify normal release schedules in Comments.	**Critical**	**S**	Fully compliant. We provide software releases and upgrades on a 6-week release cycle.
GT.18	The Contractor provides technical and functional documentation including system overview, design, flowcharts and file layouts.	**Critical**	**S**	Fully compliant. Post contract award we can provide appropriate system overview, flow charts and file layouts as well as discuss our system design with the City.
GT.19	The Contractor provides manuals for all software applications to document and explain features and function both online and mobile accessibility.	**Critical**	**S**	Fully compliant
GT.20	The system has the capability to interface with external DMV programs for updating of customer information.	**Critical**	**S**	Fully compliant
GT.21	The system is available 24x7 with acceptable periodic outages for upgrades etc.	**Critical**	**S**	Fully compliant
GT.23	Browser compatibility is standard with all common Browers including IE, Chrome, Safari and Firefox. Please specify browsers supported in Comments.	**Desired**	**S**	Fully compliant. We support Internet Explorer, Chrome, Firefox and Safari web browsers.
GT.24	The system supports ad-hoc reporting capabilities. Please specify any third-party tools required in the Comments.	**Critical**	**S**	Fully compliant. We support ad-hoc reporting capabilities via the SAP Business Objects tool which we will provide to the City as part of our base solution.
GT.25	Contractor provides all hardware, software, equipment and technical support for the Automated Telephone Landline Asnswering System (ATLAS) 24-7.	**Critical**	**S**	Fully compliant
GT.26	The system includes a Pay-By-Web System (PWS) that allows Customers to pay one or more parking Citations bia the Internet using a credit card at any time of the term of the agreement.	**Critical**	**S**	Fully compliant
GT.27	The system includes a Pay-By-Phone capability to allow payment of one or more parking Citations telephonically using a credit card clearinghouse in order to obtain real time authorization.	**Critical**	**S**	Fully compliant

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	N: Feature/Function cannot be provided.

General and Technical

Req #	Description of Requirement	Criticality	Response	Comments
GT.28	The system provides a Parking Information Website (PIW) with the cability to accept Citation payments.	**Critical**	**S**	Fully compliant
GT.29	The system is available 99.9% between Monday through Friday from 6:00 am to 6pm MT.	**Critical**	**S**	Fully compliant
GT.30	Contractor will provide a redundant internet connection with a different ISP to the hosted system.	**Critical**	**S**	Fully compliant
GT.31	The system architecture conforms to an "open system" standard to enable integration with other systems and platforms.	**Critical**	**S**	Fully compliant
GT.32	The Contractor will provide a Disaster Recovery plan and an annual certification that the plan was tested.	**Critical**	**S**	Fully compliant. Upon contract award, We will provide the City with an outline of our Disaster Recovery plan as well as providing the City with a copy of our annual testing certification.
GT. 33	The system architecture is based on open standard to enable integration with other systems and platforms.	**Critical**	**S**	Fully compliant

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	N: Feature/Function cannot be provided.

Electronic Citation Issuance and Reporting System (ECIRS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EC1	The proposer will furnish 25 handheld units including printers, software and accessories to integrate with PCPS.	**Critical**	**S**	Fully compliant
EC2	Handhelds will have attached or attachable printers.	**Critical**	**S**	Fully compliant
EC3	Handhelds will have attached color cameras (capable of producing clear back and white photographs on citation) and bar code scanner.	**Critical**	**S**	Fully compliant
EC4	Realtime Ticket Processing (and updates) should be available from each handheld.	**Critical**	**S**	Fully compliant
EC5	Handheld will be capable of printing black and white photographs on citations.	**Critical**	**S**	Fully compliant
EC6	Two-way electronic transfer of Citation data between the ECIRS and the PCPS in a manner that eliminates the need for physical counting, batching and delivery of Citations.	**Critical**	**S**	Fully compliant
EC7	Updates and patches for handhelds could be done automatically upon connection to Internet.	**Critical**	**S**	Fully compliant
EC8	The ECIRS-PCPS Connectivity must operate in an intergrated fashion as fully described in the Proposal.	**Critical**	**S**	Fully compliant
EC9	The selected Proposer will be responsible for installing and implementing the ECIRS as a complete system to the performance standards and specifications.	**Critical**	**S**	Fully compliant
EC10	The ability to identify vehicles' permit status, vehicles that are Scofflaws and/or reported as stolen and/or involved in felonies by VLN and VIN look-up through the handheld unit via MVD.	**Critical**	**S**	Fully compliant
EC11	Transfer of citation data in real-time from the handheld units to the PCPS.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	N: Feature/Function cannot be provided.

Electronic Citation Issuance and Reporting System (ECIRS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EC12	Handhelds will have docking stations which charge and trasmit data for each unit.	**Critical**	**S**	Fully Compliant - please note that this requirement is based on equipment selected by the City. We are offering multiple options and some handheld options do not have a "true docking station" but instead utilize a charging cord and transmit data via wireless and wifi connectivity.
EC13	Comprehensive reference manuals for PVB's operations and management personnel in the full use of the ECIRS or any replacement system implemeted.	**Critical**	**S**	Fully compliant
EC14	Project management, programming and live testing and procurement of new handhelds and printers to replace current handhelds and printers	**Critical**	**S**	Fully compliant
EC15	Tracking of citation and PEO usage statistics can be generated for reporting purposes.	**Critical**	**S**	Fully compliant
EC16	In the event of hardware failure, the successful Proposer shall replace hardware within three (3) business days as required for uninterrupted operation.	**Critical**	**S**	Fully compliant
EC17	The ECIRS must have the capability to verify that the citation records transferred are identical to the citation records transmitted.	**Critical**	**S**	Fully compliant
EC18	The transfer of data from ECIRS to PCPS must be secure and will meet standard SSAE16 requirements.	**Critical**	**S**	Fully compliant
EC19	The ECIRS must provide the ability to use the handheld units to capture various Field Maintenance Requests for specific meters, signs and curb painting throughout City of Santa Fe.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	N: Feature/Function cannot be provided.

Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM1	The Enforcement Management System (EMS) receives new and updated data from the handheld units and allows: a) automated tracking of resources deployed and activities recorded in each handheld as well as all manual entries of daily activity logs. b) use of handheld units to report Maintenance Requests for meters, signs, curb paint, etc. c) ability to activate GPS tracking and real-time communication with the MVD for Disabled Placard verification.	**Critical**	**F**	A) Fully compliant B) Fully compliant C) Fully compliant but please note that real-time communication with the MVD for Disabled Placard verification is dependent on MVD allowing and supporting this type of interface.
EM2	The system tracks activities performed by PEOs includes but is not limited to: 1) Work Detail (e.g. Driveway Complaints, Residential Permit Parking, Tows, Abandoned Vehicle, Booting of vehicles, etc.) 2) Type of Assignment (e.g. Parking Enforcement, Traffic Management, Dispatch, Other Non-Field Tasks, and Administrative Tasks) 3) Work/Non-Work Status (e.g. Sick Leave, Vacation, Training, Light Duty, Breaks, Lunch, Fueling, Travel Time, Roll Call, Debriefing, etc.)	**Critical**	**S**	Fully compliant
EM3	The EMS to PCPS interface captures and records the number of Citations issued by type of violation and by the number of Citations issued for each type of violation by issuer.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	N: Feature/Function cannot be provided.

Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM4	The EMS includes the following fields: 1) Badge number, name area and regular beat assignment (pre-assigned); 2) Patrol date; 3) Supervisor's badge number and name of each subordinate PEO; 4) Assignment at time of task (may be an assignment that differs from the regular beat assignment); 5) Types of field duty and amount of time worked; 6) Non-field duty times; and 7) Citation issued by date, time, location and violation category.	**Critical**	**S**	Fully compliant
EM5	The system provides PVB with operational on-line, real- time reports of PEO activities by PEO, location, unit assignment and enforcement area. Citywide statistics must be available for any specified time period. The following management and operational reports are required: a) PEO activity summary; b) PEO activity detail, c) Summary of productivity reports, and d) work activity report.	**Critical**	**S**	Fully compliant
EM6	The system tracks activities performed by a PEO within an assigned shift. The information will be tracked by the PEO badge number and police district assignments, and will report Work Detail, Type of Assignment and Work/Non-Work Status, location of Citation issued, as indicated above. The system will also obtain data from the PCPS and ECIRS to update Citation information as required in reports.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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Enforcement Management System (EMS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
EM7	The system accommodates and documents real-time adjustments to assignments at the PEO badge number and Supervisor/Squad level, and reflect assignments of one PEO to more than one supervisor and/or one Supervisor to multiple assignments, squads or work details.	**Critical**	**S**	Fully compliant
EM8	The system supports group activities by type, to reflect percentage of workday spent on a particular Type of Assignment, location, Work Detail, or Work/Non-Work Status, by PEO badge number and at the Supervisor level, so that all available hours worked during each 24 hour period are accounted for and documented seven days per week, including weekends and holidays.	**Critical**	**S**	Fully compliant
EM9	The system documents overtime hours worked by badge number and at the Supervisor level, and describe work detail, type of assignment and non-work status.	**Desired**	**F**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC1	The system shall be fully PCI compliant during the entire term of this contract. Instant updates shall be performed as PCI compliance regulations and mandates change.	**Critical**	**S**	Fully compliant - we maintain annual PCI certification and update security as specified by the PCI certification agencies.
PC2	The system shall support the processing of Citations received either from handheld units or from manually written Citations; MVD interface processing; collection of Fines and Fees (Cashiering System); tracking of Administrative Reviews and Hearings; processing of parking permits, Scofflaw booting and tracking and Customer service support.	**Critical**	**S**	Fully compliant
PC3	The system shall have the ability to record new Citations issued, including identification of the issuing agency.	**Critical**	**S**	Fully compliant
PC4	The system shall allow the PVB and the public to make online, real-time Citation inquiries.	**Critical**	**S**	Fully compliant
PC5	The system supports Cashiering/Payment Processing/Noticing/Refund and Audit functions.	**Desired**	**S**	Fully compliant
PC6	The system provides Administrative Review and Hearings Modules for contested Citations, including electronic imaging of Administrative Review and Hearing requests.	**Critical**	**S**	Fully compliant
PC7	The system shall store and manage general citation data and provide flexible reporting options; storage capacity must be adequate for a minimum of 150,000 citations thru the term of the contract.	**Critical**	**S**	Fully compliant
PC8	The sytem shall support the issuance and management of residential parking permits Issuance and related revenue.	**Critical**	**S**	Fully compliant
PC9	The system shall provide a Parking Meter Maintenance System with the following capabilities: a) Towed vehicle tracking and noticing system; b) Booted vehicle tracking and noticing; c) Fleet and government vehicle Citation processing.	**Critical**	**S**	Fully compliant
PC10	The system shall provide data entry services for handwritten Citation records.	**Critical**	**S**	Fully compliant
PC11	The system shall manage the printing and distribution of notices.	**Critical**	**S**	Fully compliant
PC12	The Contractor shall provide all maintenance and support services for PCPS equipment, hardware and software.	**Critical**	**S**	Fully compliant
PC13	The Contractor shalll provide training and user manuals for PVB staff on PCPS operating procedures.	**Critical**	**S**	Fully compliant
PC14	The system shall provide for lockbox check payment processing.	**Critical**	**S**	Fully compliant
PC15	The system shall be capable of processing up to fifty thousand (50,000) Citations annually, including both handwritten and computer-generated Citations.	**Critical**	**S**	Fully compliant
PC16	The system shalle support active on-line retention of Citation data for at least three (3) years, and on-demand access to printed Citation records for a period of at least three (3) years.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC17	The system shall be capable of: a) ensuring that each electronically generated Citation has a serial number with an unique set of digits to avoid duplication; b) providing on-demand an electronic facsimile of all Citations generated by handheld units; c) providing "voided" computer generated Citations that can be identified by query and the identity of the person who has initiated the "void"; d) providing data of electronic Citations issued to citizens who leave the scene of a violation, so that a facsimile of a Citation can be mailed to the Registered Owner within three (3) days of issuance; e) processing electronic Citations that are subsequently corrected so that a facsimile can be mailed to the Registered Owner with a notice of correction; and, f) providing an audit trail that lists the status of all Citations by number, regardless of disposition (i.e. paid, damaged, destroyed, etc.).	**Critical**	**S**	Fully compliant
PC18	Contractor shall provide an automated interface with the ECIRS, such that the transfer of data records captured in the field on handheld units are automatically transferred to the PCPS and appropriate information collected and maintained by the PCPS is communicated to the ECIRS. Any replacement software proposed by Contractor for this interface shall be subject to the prior approval of the Parking Division.	**Critical**	**S**	Fully compliant
PC19	The stand-alone ECIRS will transfer database files both batch and real time containing Citations and voided Citations to the PCPS. The PCPS must respond to the transfer of this information with the following records: a) file containing an audit trail that defines all Citations and Field Maintenance Requests received and deposited into PCPS files; b) file consisting of VLNs / VINs of vehicles that are eligible for booting, towing or that have been reported as stolen or involved in the commitment of a crime; c) RPP permit status; d) approved validation file; e) code table files that have been modified since last transmission; f) procedures for processing electronic Citations issued to motorists who leave the scene of a violation ("drive-away") that will permit a facsimile Citation to be mailed to the Registered Owner within three (3) days of the issuance of a Citation.	**Critical**	**S**	Fully compliant
PC20	The system shall support handwritten Citation processing.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC21	Th system shall have the ability to immediately retrieve vehicle-related information in a real-time, on-line environment from the New Mexico MVD and integrate it into the PCPS. The Contractor's systems must also use available communication mechanisms to obtain the same information from all other state motor vehicle registries. This process must include continuous on-line, real-time placement and release of vehicle registration holds with the New Mexico MVD and other States' registries whenever possible. In addition to the name and address of the Registered Owner of a cited vehicle, the VIN shall be collected and displayed in a format that permits a direct comparison with the last four (4) digits of the VIN entered from the original Citation. The system shall record this data for future use in authorized collection activities.	**Critical**	**S**	Fully compliant - please note that real-time, on-line information from New Mexico MVD is dependent on MVD supporting and allowing this level of interface. Xerox will support this solution as allowed for by the MVD. For citation processing purposes, Xerox will utilize our existing MVD relationships to obtain the Registered Owner information.
PC22	The system shall have the capability to support the following name and address processing functions: a) To obtain Registered Owner information on a daily basis from vehicles towed by PVB. b) To process all MVD name and address transactions required to support PVB parking operations. c) To interface directly on-line and in real-time with the vehicle registration database maintained by the New Mexico MVD. d) To process error messages resulting from returned MVD information. e) To obtain Registered Owner information within twenty four (24) hours of a new Citation record being updated or entered into the database. f) To obtain VLN information where the initial request is returned because name and address information was not available ("no hits"). g) To ensure the accuracy of all data returned by the MVD prior to updating the Citation database. h) To query MVD for Registered Owner information using either VLN or VIN. i) To document when mail sent to a Registered Owner is returned as undeliverable, to maintain and display such undelivered notices in the Citation history and to retain and display the incorrect address information until updated information is received. j) To schedule the processing of additional inquiries to MVD to obtain Registered Owner information when PVB determines that the Registered Owner on file is no longer the vehicle owner and should not be held responsible for the Citation, or when mail is returned from an incorrect address. Proposals shall also note how this schedule will be evaluated as the number of positive responses based upon repeat cycles	**Critical**	**S**	Fully compliant - please note that for requirement (c) real-time, on-line information from New Mexico MVD is dependent on MVD supporting and allowing this level of interface. Xerox will support this solution as allowed for by the MVD.

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC23	If registration holds are permitted in the State of New Mexico, then proposals shall describe the proposed system's ability to provide the following registration hold functions: a) To provide an on-line, real-time interface with the MVD within New Mexico and Out of State to place these holds and to release them when a Citation is resolved, to automatically forward information required by each State MVD for registration hold processing, and to document acknowledgment of receipt of required information by MVD; b) To automatically and immediately release the registration hold upon payment at the MVD of all outstanding and unpaid citation balances or to suspend MVD processing when payment or suspend transactions are applied to the Citation record by City's authorized PVB staff; c) To update the Citation history for each Citation associated with a registration hold to indicate the most recent processing step in the hold cycle; d) To monitor and produce reports of registration hold and release transactions with the MVD, and correct any errors.	**Critical**	**S**	Fully compliant - Xerox will support this functionality as allowed for by the MVD.
PC24	The system shall accurately display all dates relevant to the status of a protested Citation, including the Citation issuance date, the date of mailing a Notice of Delinquent Parking Violation, and the date of receipt of a request for an Administrative Hearing.	**Desired**	**S**	Fully compliant
PC25	The system shall support a temporary Citation record used by PVB when inquiries are made about a Citation or when a request is received to contest a Citation or payment mode for a record that has not yet been updated. The temporary record serves as a marker and exists as a record against which transactions are processed. When the actual Citation record is updated to the database, temporary records shall be merged into the record with the actual Citation information. Processing dates, times and codes from the temporary marker shall be retained and permanently recorded as part of the Citation history.	**Critical**	**S**	Fully compliant
PC26	Th system shall provide on-line, real-time access to all Citation data, Registered Owner data and complete records of processing status and public contacts by phone or mail.	**Critical**	**S**	Fully compliant
PC27	The system shall provide such data by detail category and in a summary format.	**Critical**	**S**	Fully compliant
PC28	The system shall be able to accommodate the specialized requirements of PVB's Administrative Adjudication Program and any other specialized programs.	**Desired**	**S**	Fully compliant - upon request Xerox can provide proposal for City review and approval for any specialized requirements.

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC29	The system shall also provide graphical user interface capabilities for all system functions including, but not limited to, screens, menus, data retrieval and reports.	**Critical**	**S**	Fully compliant
PC30	The system shall enable the PVB to access in an on- line, real-time mode at a minimum the following information: a) Summary Citation Data: Citation number, VLN and state of issuance, VIN, parking meter number or street address, violation code with description, issue date and time, location, amount due and current processing status. b) Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code. c) Vehicle Data: VIN, vehicle make, vehicle color, vehicle type, Registered Owner name and address as provided by the MVD and effective date of vehicle ownership. d) Financial Data: The original Fine amount plus the dates and amounts of any Penalties that have accrued. e) Mail Data: The mail date and description of all notices or correspondence letters mailed, including all return information such as alternate addresses. f) Processing Data: The processing batch date and number, date on which the Citation was updated, the date Registered Owner information was requested and received from the vehicle registry and the date that a registration hold was placed, confirmed and released by the MVD. g) Registry Data: The vehicle make as recorded by the MVD, the date on which ownership data was recorded and dates that indicate returned mail or registration non-renewal. h) Administrative Review Data: The date and time of Administrative Review and Disposition of Citations following Administrative Review. i) Adjudication Data: The date, time and location of an Administrative Hearing and Disposition following the hearing. j) Phone-in, Walk-in Data: For all phone inquiries or in-person contact with Customers.	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC31	k) Suspend Data: The date and time a temporary suspension is applied to a Citation that stops normal Citation processing, the identification of the person implementing the suspension, type of suspension and the date that suspension is to be removed and normal Citation processing is to resume. l) Correspondence Data: The date, time, code and description of all correspondence mailed relating to a Citation. m) Payment Data: Payment date, payment source (lockbox, walk-in, MVD, mail), payment amount, method of payment (cash, check, etc.), payment batch number and payment processing electronic tracking number.	**Critical**	**S**	Fully compliant
PC32	The system shall support Administrative Review Information: i.e. The date, time, and Disposition of Citations placed on Administrative Review.	**Desired**	**S**	Fully compliant
PC33	The system shall support Administrative Hearing Information: i.e. date hearing requested, time hearing scheduled, actual date and time of hearing, rescheduling date (if applicable) and Disposition.	**Critical**	**S**	Fully compliant
PC34	The system shall support Administrative Review Summary: i.e. Citation issue date, time and reason for Administrative Review, investigation type and date processed, last date to contest the Citation, Administrative Review Disposition, the date the Disposition was entered and the date that the Disposition was mailed to Registered Owner, Protestant or Complainant.	**Critical**	**S**	Fully compliant
PC35	The system shall support and online payments made at specifiied kiosks.	**Critical**	**S**	Fully compliant
PC36	The system shall be able to research and resolve overages and shortages of all payments processed in every case to PVB's satisfaction. The system shall automatically generate an exception report for all overages and shortages by individual processor at the end of each work shift.	**Critical**	**S**	Fully compliant
PC37	The system shall prepare and retain records for every deposit processed by lockbox staff for one (1) year and thereafter stored on DVD or other City approved media.	**Critical**	**S**	Fully compliant
PC38	The system shall provide an Abandoned Vehicle Tracking Module	**Critical**	**S**	Fully compliant
PC39	The system shall provide a Residential Parking Permit Module	**Critical**	**S**	Fully compliant

Parking Citation Processing System (PCPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
PC40	The system shall provide an Image Management Module	**Critical**	**S**	Fully compliant
PC41	The system shall provide an Integrated Voice Response System	**Critical**	**S**	Fully compliant
PC42	The system shall provide a Pay-By-Web and Pay-By-Phone Modules	**Critical**	**S**	Fully compliant
PC43	The system shall provide a Tow Noticing Module and Parking Meter Tracking Module	**Critical**	**S**	Fully compliant
PC44	The system shall provide a Mobile License Plate Recognition (MLPR)	**Critical**	**S**	Fully compliant - the system can support MLPR systems provided by the City.
PC45	The system shall update payment data and track deposit of payments to the City's financial institution on real-time basis.	**Critical**	**S**	Fully compliant
PC46	The system shall provide a Fleet and Government Vehicle System (FGVS) that is fully integrated with the PCPS database. Each Citation record for a VLN that is part of FGVS program shall have an indicator that shows that the vehicle belongs to a FGVS Participant. The FGVS must also be able to identify VLN records that have been terminated from the program. The FGVS shall also allow on-line additions, modifications or termination of FGVS Participants and the addition or deletion of individual vehicles by PVB. When FGVS Participants are removed from the program, all normal collection initiatives shall automatically resume.	**Critical**	**S**	Fully compliant
PC47	The system shall provide a monthly notice of all Citations issued to vehicles operated by fleet companies (such as Federal Express and UPS), rental car companies (such as Enterprise and Avis) and certain City departments ("FGVS Participants").	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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 January 1, 2017 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. All related customization costs should be indicated in Attachment C – Cost Worksheet.
	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.

Special Collections System (SPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
SC.1	The system shall include the applicable software, hardware, training and technical support for a Special Collections System that provides the functionality, features and services described below. The primary functions of the SCS are: a) Out-of-State Collections b) Miscellaneous Collections c) Noticing/Processing Correspondence/Mailing functions		**S**	Fully compliant
SC.2	The system shall provide an interface between the Out-Of-State and Miscellaneous Collections Program and the PCPS that will enable disposed or non-collectible records to be identified on the PCPS system, and passed from the PCPS to the Collections Program.	**Critical**	**S**	Fully compliant
SC.3	The Contractor will be responsible for all software, hardware, installation and support required for the above (SC.2) interface. The Contractor will ensure that only authorized personnel will have access to the PCPS. The system must provide on-line updating of the PCPS for all completed transactions.	**Critical**	**S**	Fully compliant
SC.4	The system shall submit resolved collections account information back into the PCPS, so that the PVB is notified as accounts are resolved.	**Critical**	**S**	Fully compliant
SC.5	The system shall have the ability to pursue collections on vehicles not registered in the State of New Mexico on which a parking Citation has been issued in the City of Santa Fe.	**Critical**	**S**	Fully compliant
SC.6	The system shall have the ability to ensure the timely acquisition of out-of-state vehicle registration data.	**Critical**	**S**	Fully compliant
SC.7	The system shall have the ability provide comprehensive quality assurance to guarantee proper vehicle ownership identification and data integrity.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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.
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	N: Feature/Function cannot be provided.

Special Collections System (SPS)				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
SC.8	The Out-of-State Collection System must have the ability to check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.	**Critical**	**S**	Fully compliant
SC.9	The Out-of-State Collection System must have the ability to recognize and accurately separate out-of-state registration records based on changes in ownership.	**Critical**	**S**	Fully compliant
SC.10	The Out-of-State Collection System must have the ability to maintain current and complete interface specifications.	**Critical**	**S**	Fully compliant
SC.11	The Out-of-State Collection System must have the ability to obtain the Registered Owner's name and address from the appropriate state vehicle registry.	**Critical**	**S**	Fully compliant
SC.12	The Out-of-State Collection System must have the ability to issue a Notice of Delinquent Parking Violation to the Registered Owner.	**Critical**	**S**	Fully compliant
SC.13	The Out-of-State Collection System must have the ability to issue reports to PVB to document, monitor, and control the processing of Citations issued to vehicles registered out-of-state.	**Critical**	**S**	Fully compliant
SC.14	The system shall have the ability to automatically review the PCPS database on a monthly basis and assign all Citations that meet the designated criteria as Special Collections, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant
SC.15	The system shall have the ability to provide NDPV forms, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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.
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	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.

Special Collections System (SPS)

Req #	Description of Requirement	Criticality	Response	Comments
SC.16	The system shall have the ability to determine and track the proper noticing for each designated Miscellaneous Collections criteria, as part of the Miscellaneous Collections component of Special Collections.	**Critical**	**S**	Fully compliant
SC.13	The system shall have the ability to print and mail all of the notices required to support the Miscellaneous Collections Program.	**Critical**	**S**	Fully compliant
SC.14	The Contractor shall provide a toll-free 800 number for use by the public that the Contractor will answer for at least eight (8) hours-per-day during normal work hours.	**Critical**	**S**	Fully compliant
SC.15	The system shall have the capability to deposit payments made by check or money order to City's account within twenty-four (24) hours or no later than the next business day.	**Critical**	**S**	Fully compliant
SC.16	The system shall be able to provide the following reports: a) Weekly: Citation payments submitted detailing Citation number and dollar amount. b) Monthly: 1) Number of new accounts received; 2) Number of paid accounts by type of payment; 3) Number of payment reversals – subtotals by reason; 4) Number of NDPV sent during the month; 5) Number of letters sent by type; 6) Number of phone calls received; 7) Summary of account statuses; and 8) Invoice for amount owed by PVB to Proposer.	**Critical**	**S**	Fully compliant

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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.
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	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.

Marketing and Revenue Generation Program				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
MR.1	The Contractor shall be responsible for implementing a marketing, advertising and media program to generate revenues to PVB through notices, flyers, envelopes, internet and other electronic and hard copy materials used in the program. The Contractor will be responsible for identifying interested parties and presenting each individual initiative under the MGRP to PVB for approval prior to implementation. PVB will be solely responsible for the content, method and procedures used to implement any program associated with this section.	**Critical**	**F**	Xerox will provide a locally based advertising agency to support an advertising marketing plan. Upon request Xeroc can provide a proposal and budget for any media or branding programs that the City of Santa Fe wishes to initiate to commuicate parking program information to the public.

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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.
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	N: Feature/Function cannot be provided.

Noticing and Correspondence

Req #	Description of Requirement	Criticality	Response	Comments
NC.1	The system shall provide the following Citation notice functions: a) Print and mail or utilize e-mail noticing of all notices required to support the CARRS. b) Implementation of system controls to provide accurate and timely notices that incorporate industry-specific design and mailing techniques.	**Critical**	**S**	Fully complaint
NC.2	The Contractors shall be responsible for First, Second and Collection Notice Printing, Mailing and Postage Costs	**Critical**	**S**	Fully complaint
NC.3	The system shall provide for a Notice of Delinquent Parking Violation that include at least the following information: a) The procedure for challenging a parking Citation by mail; b) The address to which a payment should be mailed; c) Instructions on credit card payment options via telephone or internet; d) The date that a late penalty will be added and the amount that will be due on that date; e) The fact that the Registered Owner assumes all responsibility for making sure that the payment is received before the due date; f) Any warnings that may be appropriate and legal, which may affect Customers' credit ratings or their vehicle registration fees; g) The toll free number and hours to call for inquiries; and h) Any other information required by law.	**Critical**	**S**	Fully complaint
NC.4	The systme shall accommodate time- based as well as criteria-based selection variables to generate specific types of notices. Examples of such criteria are: Citation age, suspend status, partial payment, and returned mail status.	**Critical**	**S**	Fully complaint

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
	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.
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	N: Feature/Function cannot be provided.

Noticing and Correspondence				
Req #	**Description of Requirement**	**Criticality**	**Response**	**Comments**
NC.5	The system shall check for alignment, print quality, correct form, correct run date and shall ensure that all required information is printed.	**Critical**	**S**	Fully complaint
NC.6	The system shall support an on-line, real-time review of all notice activity by type of notice.	**Critical**	**S**	Fully complaint
NC.7	The system shall provide daily and weekly management reports must be provided that tracks all notices and their reponses.	**Critical**	**S**	Fully complaint
NC.8	The system shall provide summary data for each notice run and detailed information for each notice within the preceding twelve (12) months shall be provided within one (1) working day of PVB's request.	**Critical**	**S**	Fully complaint
NC.9	The system shall provide the PVB the ability to generate daily, weekly and monthly reports of all correspondence processed by the PVB staff. The reports shall provide details of all correspondence placed on hold by each PVB employee, length of time on hold, final disposition, total number of items placed on hold and total dollar value of the items placed on hold.	**Critical**	**S**	Fully complaint

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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	N: Feature/Function cannot be provided.

System Enhancements

Req #	Description of Requirement	Criticality	Response	Comments
SE.1	Residential Permit Parking and Auto-Chalking System	**Desired**	S	Fully compliant
SE.2	Electronic Boot Installation and Removal System	**Desired**	F	We will need to interface with the city's electronic boot program.
SE.3	Paint Shop Inventory System	**Desired**	N	This is not a core feature that we provide as part of our citation processing system solution
SE.4	Regulatory Sign Inventory System	**Desired**	N	This is not a core feature that we provide as part of our citation processing system solution
SE.5	Price Guarranty please reference 8.8	**Desired**	N	We cannot guarantee a price from an outside vendor

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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Interfaces

Potential Interfaces

The City has developed a list of potential interfaces for the future Parking Citation Administration and Revenue Reconciliation System (CARRS). For the purpose of this procurement, a "system interface" involves the exchange of data, in real-time or batch mode to and/or from the external system and the CARRS with automation and/or workflow without the need for manual manipulation of the data format. In special cases, where technically feasible, an interface may involve real time interaction with external system software to invoke processing on that external system for real-time viewing in the CARRS. In several instances, interfaces in this list may not be required if the future CARRS can provide needed functionality. Conversely intended replacements of existing third-party systems may be adjusted if functionality in the future CARRS is not adequate. As a result, the City has developed a list of potential interfaces for vendors to respond to so that the City may consider its future applications environment. The types of integration are:

SEND: The CARRS will only need to SEND data to the third party application.
RECEIVE: The CARRS will only need to RECEIVE date from the third party application.
BOTH: The CARRS system will need to both SEND and RECEIVE information to/from the third party application.

INT.1	City website	Desert Elements	Content I changes daily	Cloud Hosted Solution	RECEIVE	Updates to Parking Information Web Site.		Critical	Specific interface requirements are requested.	API	$3,000 - $8,000	Final pricing is subject to final specifications.
INT.2	JD Edwards EnterpriseOne		8.12	DB2	RECEIVE	CARRS receivables will be posted to the system	This system will be replaced wihin the next 24 months	Critical	Interface to JD Edwards EnterpriseOne is part of our base solution	API	Included in our base solution	Pricing for interfaces to future financial systems will be provided to the City upon request

	Response Indicators: When providing responses to the requirements in Attachment B, proposers shall use the following response indicators:
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Potential Data Conversions

The City has developed a list of potential data conversion objects as part of the future system(s) implementation. For each object, proposers should indicate the proposed approach to data conversion includes the object or not. Additional information about each source can be found on the preceding interfaces tab. The cost to convert each object should be proposed on a line item basis and totaled in Attachment C - Cost Worksheet both by Critical and Desired data conversion objects.

Req #	Data Conversion Object	Source	Quantity of Data Available in Legacy Systems	Quantity of Data Needed To Meet Data Retention Policy	City Criticality	Vendor Response	Cost to Develop to Meet Data Retention Policy "CRITICAL"	Cost to Develop to Convert all Legacy Data "DESIRED"	Vendor Comments
DC.1	Parking Citations	T2	Since 2010	2 years statute of limitations on citation data	Critical	S	Included in the eTIMS® conversion	Included in the eTIMS® conversion	Data conversion requirements are included as part of Xerox's base proposal

EXHIBIT D – Service Level Agreement

1. Data Ownership:

   The City of Santa Fe shall own all right, title and interest in its data that is related to the services provided by this contract. The Vendor shall not access City of Santa Fe User accounts, or City of Santa Fe Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City of Santa Fe's written request.

2. Security:

   The Service Provider agrees:

   a) To maintain the hosting environment meet SSAE 16 SOC 1, SOC 2 and SOC 3 compliance.
   b) To report high severity risks to the City immediately.
   c) To allow the City of Santa Fe access to view system security logs that affect this engagement, its data and or processes. This includes the ability for the City of Santa Fe to view a report of the records that a specific user accessed over a specified period of time.

3. Public Records:

   The Vendor agrees:

   a) That the City of Santa Fe may disclose confidential information as required by the state inspection of public records act (IPRA).
   b) To comply with the state inspection of public records act (IPRA).

4. Software Features and Updates:

   The Vendor agrees:

   a) Not to re-bundle features in a manner that results in the City of Santa Fe having to purchase new software for these features.
   b) That updates to the applications and services will only be applied upon the City of Santa Fe's request and on a schedule mutually agreed upon by the parties.

City of Santa Fe, New Mexico
Memorandum

DATE: **March 2, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO
Julie Sanchez, Youth and Family Services Division Director

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE: Review and Approve: Contract amendment for Partners In Education for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount.

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The restrictions of remote learning and the pandemic have made it unfeasible to implement the original Parent Involvement Program proposal due to the structure and nature of the program design, including audience, referral method, and curriculum. With the same target audience in mind, the contract amendment would deliver services to those students in Santa Fe Public Schools who are most at risk for truancy, dropout, substance use, and suicidal ideation. One of the Office of Student Wellness most pressing concerns is the emotional, physical, and academic welfare of those students who are disengaged.

This amendment would allow for two or three more Engagement Coaches work part-time alongside Attendance Coaches, and expand outreach beyond just attendance to include engagement. Their efforts would be supervised by the Office of Equity and Engagement in order to coordinate efforts with the existing Attendance Coaches. The coaches would provide outreach and navigation services to 10 students, at a proposed reimbursement rate of $1,000 per student.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommends amending the Partners In Education contract scope of work.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

CONTRACT NUMBER:
The Munis contract number is 20-0565.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Children and Youth Fund/Fund 256
Munis Org Name/Number: Children and Youth/2560122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Mar 22, 2021 08:00 MDT)

Email: empeterson@santafenm.gov

Signature:

Email: sanchez@santafenm.gov

Signature:

Email: krochoa@santafenm.gov

Signature: Julie Sanchez (Mar 22, 2021 10:11 MDT)

Email: jjsanchez@santafenm.gov

Signature: Kyra Ochoa (Mar 22, 2021 11:18 CDT)

Email: krochoa@santafenm.gov

PARTNERS IN EDUCATION Contract Amendment MEMO - unsigned.

Final Audit Report 2021-03-22

Created:	2021-03-22
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnAtqwmqMOmKVo_tvaOSkChOV7WN23hM9

"PARTNERS IN EDUCATION Contract Amendment MEMO - un signed." History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-22 - 3:21:12 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-03-22 - 3:22:09 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
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Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-03-22 - 4:11:28 PM GMT - Time Source: server- IP address: 73.26.148.94

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
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Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-22 - 4:16:48 PM GMT- IP address: 174.219.9.184

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-22 - 4:18:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-22 - 4:18:16 PM GMT

Item#_____
Munis Contract#32●●2●8

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0568

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **PARTNERS IN EDUCATION** (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 the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 8 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 WORK.

Article 2, Paragraph A 1) of the Agreement is amended, so that Article 2, Paragraph A 1) reads as follows

1) Navigation Services to a minimum of 10 unduplicated youth at a rate of $1,000.00 per person.

Article 2, Paragraph C 1) of the Agreement is amended, so that Article 2, Paragraph C 1) reads as follows

1) Navigation Services to a minimum of 10 unduplicated youth at a rate of $1,000.00 per person.

2. 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:
Partners In Education

NAME

EXEC. DIRECTOR
TITLE

DATE: 3/8/21
CRS# 02-172902-00-6
Business License # 226133

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 15:42 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
2560122.510400 AL
Munis Org. and Obj. Code

CITY OF SANTA FE
GOODS AND SERVICES CONTRACT
Tier III: Safety Net Services Only

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Partners in Education (PIE) – Parent Involvement Program (PIP)** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **Partners in Education (PIE) – Parent Involvement Program (PIP)** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

e. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

f. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

g. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This

individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

h. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. Scope of Work

☒ Tier III: Safety Net Services Delivery Only

Funding Category/Goal Area	Indicators
☐Early Childcare and Supplemental Education	☐ % 3-5 yr. old Pre K Enrollment ☐% Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐High School Graduation Rate ☐Outside of school, I am involved in music, art, literature, sports, or a hobby ☐At my school, a teacher or other adult who believes I will be a success ☐Habitual Truancy
☒Youth Wellness	☐% Teen Pregnant with Prenatal Care in the First Trimester ☐Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐Skipped School because of Safety Concerns ☐% of Youth 19-21 Not in School or Working ☒ Juvenile Arrests per 1K (ages 10-17) ☐Housing Instability Percentage Mental Health ☐Youth Depression ☐Youth Attempted Suicide (9-12 grade) Alcohol Use ☒ Current Alcohol Use ☒ Reported Binge Drinking (Past 30 Days) Other Substance Use ☒ Current Use of Painkillers to get High ☒Current Methamphetamine Use ☒ Tried Marijuana for the First Time before age 13

A. The Contractor shall perform the following work:

1) Provide safety-net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Provide Program Manager or other appointed City staff with data on performance measures, outcomes of navigation if applicable, demographics,

and number of clients served.

3) Survey annually individuals served to assess their continued engagement with needed resources and satisfaction with service delivery.

4) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures.*

Contractor shall substantially perform the following:

1) # of unduplicated youth participants, # of family units participating,
2) # / % of youth who complete majority of sessions,
3) # of youth who demonstrate an increase in protective factors (such as better communication, improved relationships, increased positive family experiences, increase in parent engagement), # of youth who report reduced substance use, # of youth with decreased arrests,
4) % of youth who demonstrate an increase in protective factors (such as better communication, improved relationships, increased positive family experiences, increase in parent engagement), % of youth who report reduced substance use, % of youth with decreased arrests.

C. *Deliverables:*

1) Services to a minimum of 5,000.00 per cohort served per fiscal year.

2) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

3. Compensation

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:

CYFD Funding	Tier	Rate	Amount not to be exceeded each year
A. FY21	**III**	**$5,000 per cohort**	**$10,000**
B. FY22	**III**	**$5,000 per cohort**	**$10,000**
C. FY23	**III**	**$5,000 per cohort**	**$10,000**
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed thirty thousand dollars ($30,000).			

D. Payment in FY21, FY22 and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

4. Payment Provisions

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2023** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

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

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The

Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. 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.*

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax.

The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

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

11. Subcontracting

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

12. Non-Collusion

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

13. Inspection of Plant

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

14. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. Commercial Warranty

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

16. Condition of Proposed Items

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

17. Records and Financial Audit

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

and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

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

19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies

with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. Approval of Contractor Representative(s)

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

22. Scope of Agreement: Merger

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

23. Notice

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

24. Equal Opportunity Compliance

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

25. Indemnification

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

26. New Mexico Tort Claims Act

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

27. Applicable Law

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

28. Limitation of Liability

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

29. Incorporation by Reference and Precedence

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

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

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers'

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. Inspection

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

32. Inspection of Services

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and

$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

34. Impracticality of Performance

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

35. Invalid Term or Condition

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

36. Enforcement of Agreement

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

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to

any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. 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;

ii. replace or modify the product or service so that it becomes non-infringing; or,

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

38. Survival

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

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7

of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

40. Suspension, Delay or Interruption of Work

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

41. Notification

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

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Jenn Jevertson, 1300 Camino Sierra Vista, Santa Fe, NM 87505, #505-660-3288, jjevertson@sfps.k12.nm.us, OR Ruth Anne Greenley, Partners in Education, PO Box 23374, Santa Fe, NM 87502, #505-474-0240 rgreeley@sfpartnersineducation.org].

42. Succession

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

43. Site Visits.

At any time during the contract period the director or designee of the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

44. Reporting.

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B.

Fiscal Year Quarters:	**Reports Due:**
Mid-Year Report: July-December	January 15th
Final Report: January-June	July 5th

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 M. WEBBER
MAYOR

DATE: Nov 8, 2020

CONTRACTOR:
PIE

NAME: RUTHANNE O'REELEY
TITLE: EXECUTIVE DIRECTOR

DATE: 9/29/20

CRS # 02 172902 006
REGISTRATION # 226133

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 18, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400

Munis Org. and Obj. Code

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Partners In Education

Procurement Title: RFP 20/21/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: Community Health and Safety Department Staff Name Elizabeth Peterson

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: _____

Elizabeth Peterson | Children and Youth Program Manager | 2/25/2021

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

Fran Dunaway

Fran Dunaway (Apr 1, 2021 20:39 MDT)

Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200208**

Contractor: **Partners In Education**

Description: **Children and Youth Commission funded youth services**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **July 1, 2020** Term End Date: **June 30, 2023**

[☑] Approved by Council Date: **10/28/2020**

Contract / Lease: **CYC funded youth services**

Amendment # **1** to the Original Contract / Lease # **20-0568**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[☐] Approved by Council Date:

Amendment is for:

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

Revise scope of work

3. **Procurement History:** **RFP 20/21/P**

Fran Dunaway (Apr 1, 2021 [illegible]:39 MDT) — Apr 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amended to revise SOW to minimize youth served. exp: 6/30/23

4. **Funding Source:** **Children and Youth Fund** **Org / Object:** **2560122.510400**

Alexis Lotero (Apr 1, 2021 18:15 MDT) — Apr 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PARTNERS IN EDUCATION FOUNDATION FOR THE THE SANTA FE PUBLIC SCHOOLS

Business Location: 1328 FERGUSON LN
SANTA FE, NM 87507

Owner: Ruthanne Greeley

License Number: 226133

Issued Date: March 10, 2021

Expiration Date: March 10, 2022

CRS Number: 02-172902-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

PARTNERS IN EDUCATION FOUNDATION FOR THE
PO Box 23374
Santa Fe, NM 87502

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): 02/25/2021

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 Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Santa Fe CL - House **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
INSURED (505) 474-0240 Partners in Education Foundation for the Santa Fe Public P.O. Box 23374 Santa Fe NM 87502-3374	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Donegal Mutual Insurance Compa — 13692 **INSURER B :** Mountain States Indemnity Comp — 10177 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 31589 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			CPT9023968	01/01/2021	01/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1000020528	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$
								$

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

All operation of the insured per policy conditions. Liability: Continental United States; Workers Compensation, New Mexico.-- Certificate Holder is an Additional Insured on General Liability policy, but only to the extent provided in the Additional Insured endorsement.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

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

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City of Santa Fe, New Mexico
Memorandum

DATE: **April 1, 2021**

TO: **Governing Body**
Finance Committee
Public Works/ Public Utilities Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ

FROM: **Andrew Erdmann, Water Conservation Specialist** PAE

ITEM AND ISSUE:
Request for the Approval of a contract in the Total Amount of $254,791.27 for the term of the contract, for Water Conservation Public Relations and Public Outreach Professional Services through FY 2024; PK Public Relations; Andrew Erdmann, paerdmann@santafenm.gov, 505.633.4928.

BACKGROUND AND SUMMARY:

The Water Conservation Office makes extensive use of public outreach venues including social media, the savewatersantafe.com website, print media, radio, and direct customer outreach to communicate with City of Santa Fe Water customers. The topics communicated are responsive to current events such as the current drought conditions or community events, and to opportunities such as the Bee's City, USA initiative and the ongoing tree canopy project. The savewatersantafe.com website also serves as the primary means of collecting customer applications for water conservation rebates and for archiving water conservation planning information, like the recently updated 5-Year Water Conservation Plan, for customer reference.

The purpose of this contract is to provide technical, planning, content, and design expertise for the outreach efforts of the Water Conservation Office. The contractor shall lead and work with staff in the development and coordination of content across media platforms, provide support in annual public meetings held to report to the public as well as to collect feedback and input, and provide detailed and reflective reporting on the effectiveness of these efforts.

Funding for the amount allotted for FY 21 is available in current year budget in the amount of $13,409.38. Funding for each new FY will be requested in the in each new FY Budget Submittal.

PROCUREMENT METHOD:
The procurement method is RFP # 20/21/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3202620.

FUNDING SOURCE:
Fund Name/Number: Water Enterprise Fund/505
Munis Org Name/Number: Water Conservation/5050382
Munis Object Name/Number: Service Contracts/ 510310

ACTION REQUESTED:
The City of Santa Fe Water Conservation Office respectfully requests your review and approval.

Item#_____
Munis Contract# 3202620

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor will maintain and develop outreach efforts for the Water Conservation Office (WCO) and work with staff to develop strategies consistent with the goals and priorities of the office.

a) *Outreach Strategies:*
The Contractor will serve as the primary expert and lead in strategizing, designing, and implementing the following WCO's outreach strategies:

i. Media Strategy – the contractor will bring expertise in media strategies and will work with staff to develop and plan campaigns for various WCO priorities and projects and to roll them out across the outreach platforms available to the WCO.
ii. Reporting – the Contractor will provide monthly and quarterly reports of ongoing outreach projects, including social media and https://www.savewatersantfe.com and their effectiveness in metrics appropriate to each media.

b) *Website*
The WCO website, httpd://www.savewatersantafe.com is independent of the City's website and is used to disseminate information about ongoing water conservation priorities, to collect public input, and to manage the submission of rebate applications. The website is well established and the goal is to maintain and continue to improve the existing site as follows:

i. Hosting – the contractor will manage the hosting of https://www.savewatersantafe.com
ii. Design – the contractor will work with the existing website design and make additions and changes as needed to maintain alignment with evolving office priorities.

iii. Content – development of content promoting with themes, projects, and priorities identified by the WCO including photos, text video, links, and other media support as needed.

iv. Support – the contractor will provide support to address technical issues with the website as they arise.

v. Planning – the contractor will provide support to address technical issues with the website as they arise.

vi. Rebate Submittals – one of the core missions of the WCO is the rebate program which allows water customers to receive rebates for eligible appliance and irrigation equipment purchases. The contractor will support a rebate application portal so that customers can apply for rebates and upload documentation online.

vii. Public Input Submittals – the website collects public input through general submissions and, at times, through specific questionnaires. The contractor will provide the technical support to collect public input and provide it to staff.

c) *Social Media*

The WCO uses social media to make information about conservation programs including rebates, educational opportunities, public meetings, notices restrictions (time of day or drought), and general water conservation related content. The goal is to maintain the visibility of the WCO through various platforms to reach as large and diverse a group of Santa Feans as possible.

i. Facebook – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

ii. Instagram – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

iii. NextDoor – monitor the WCO NextDoor account and ongoing neighborhood discussions in Santa Fe to find opportunities for WCO to reach out to Home Owner Association's (HOA's) and neighborhood communities.

iv. Social Media Expansion – the contractor shall maintain an understanding of the social media market and shall provide direction as new social media tools – either through existing outlets or new ones – provide opportunities for the WCO.

d) *Other Outreach Outlets*

The Contractor will lead in all aspects of media outreach including print, radio and television. The contractor will also provide support with the design, implementation, and assessment of public meetings or their socially distanced equivalent.

i. Develop Content – The contractor, working with WCO staff, will develop print, radio, and television content consistent with other outreach efforts and in alignment with WCO priorities.

ii. Media Planning and Research – the contractor will be responsible for planning, researching, and identifying suitable media outlets and determining appropriate levels of investment for the WCO.

iii. Public Meetings – The WCO holds occasional public meetings, including at least two in July related to the Five-Year WCO plan. The contractor will assist in planning, adapting, conducting, and evaluating the effectiveness and input collected from these meetings.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred fifty four thousand seven hundred ninety one dollars and twenty seven cents ($254,791.27) as described in Exhibit A attached hereto, for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twelve thousand three hundred sixty six dollars ($12,366) in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one thousand hundred forty-three dollars and thirty-eight cents ($1,043.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2022) through (FY2023. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2023) through (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2024) through (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/24** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
PK Public Relations



ALAN M. WEBBER, MAYOR

NAME

DATE:

Principal, PK Public Relations
TITLE

DATE: April 1, 2021
CRS# 47-11194219
Registration # 226519

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Apr 1, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050382.510310 AL
Org. Name/Org#. AL

CITY OF SANTA FE
WATER CONSERVATION OFFICE
RESPONSE

PUBLIC RELATIONS AND PUBLIC OUTREACH FOR THE WATER CONSERVATION OFFICE

RFP # 21/20/P
PROPOSAL DUE DATE: FEBRUARY 19, 2021

COST PROPOSAL

APPENDIX C
COST RESPONSE FORM

We are a collaborative consulting model that shares expert influence, resources, and marketing muscle to put our client's ambitions at the center of every action. Every step of the way, the client is supported by the best set of skills and expertise to meet their needs.

Unlike larger and traditional marketing firms, we are able to better harness the complementary skills and specific expertise that are unique to each client's objective and goals. This keeps overhead and costs down to best maximize any public or private budget while providing the client with an expert foundation designed for their personal needs.

APPENDIX C
COST RESPONSE FORM

Description	Type	Quantity/Hours	Cost Per Item*
	Hourly	Monthly	Annual
Project Manager	$140	15 hrs x 12= 180	$25,200
Media Coordinator	$90	5 hrs x 12 =60	$ 5,400
Water Expert Coordinator	$90	10 hrs x 12= 120	$10,800
Graphic Design	$75	10 hrs x 12= 120	$15,000
Advertisement	$90	10 hrs x 12= 120	$10,800
Social Media Coordinator	$75	10 hrs x 12= 120	$9,000
TOTAL			$74,200
Annual Cost			$74,200

Option Year 1: (05/01/21 thru 06/30/21) Price: $12,366.66
Option Year 2: (07/01/21 thru 06/30/22) Price: $74,200.00
Option Year 3: (07/01/22 thru 06/30/23) Price: $74,200.00
Option Year 4: (07/01/23 thru 06/30/24 Price: $74,200.00

*"These estimates do not include New Mexico Gross Receipts Tax. All applicable gross receipts tax will be charged in addition to these cost estimates."

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202620**

Contractor: **PK Public Relations**

Description: **Water Conservation Public Relations and Public Outreach. 4 year term**
FY 21 $13,409.38 inclusive of nmgrt
$80,460.63 per FY after

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **5/1/21** Term End Date: **6/30/24**

☐ Approved by Council Date: **Pending**

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: **Pending**

Amendment is for:

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

3. **Procurement History:** **20/21/P March 2021**

Fran Dawson (Apr 6, 2021 10:25 MDT)

Purchasing Officer Review: Date: Apr 6, 2021

Comment & Exceptions: RFP 20/21/P issued for award of contract - 4 years w/budget approval for additional 3.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050382.510310**

Alexis Lotero (Apr 5, 2021 17:33 MDT)

Budget Officer Approval: Date: Apr 5, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: PK Public Relations

Procurement Title: PUBLIC RELATIONS AND PUBLIC OUTREACH FOR THE WATER CONSERVATION OFFICE

Solicitation RFP#: RFP # 21/20/P

Department Requesting/Staff Member: PUD/ Water Conservation Andrew Erdmann

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)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

Andrew Erdmann, Water Conservation Specialist
Department Rep Printed Name and Title

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 1, 2021 14:23 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Apr 6, 2021 10:25 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc. (purchasing)
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.

*

☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Proponent(s)/Offerors that award was made (pending approval of contract)
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☒	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☒	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT* pending approval

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☒	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☒	Original proposal (s) with no redactions

Andrew Erdmann, Water Conservation Specialist
Department Rep Printed Name and Title

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 1, 2021 14:23 MDT)
Department Rep Signature attesting that all information included

*

Signature: Shannon Jones

Email: swjones@santafenm.gov

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 3, 2020

City of Santa Fe
200 LINCOLN AVE
SANTA FE NM 87501

Account Information:

Policy Holder Details :	LYNN PITCHER KOMER, LLC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2020

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 be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
LYNN PITCHER KOMER, LLC 112 SOL Y LOMAS DR SANTA FE NM 87505-5749	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBM NN7818	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	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBM NN7818	01/01/2021	01/01/2022	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations. City of Santa Fe is an additional insured per the Business Liability coverage form S0008 attached in this policy.

CERTIFICATE HOLDER

City of Santa Fe
200 LINCOLN AVE
SANTA FE NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City of Sa

U.S. POSTAGE

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

BUSINESS REGISTRATION

Business Name: P.K. PUBLIC RELATIONS
DBA: P.K. PUBLIC RELATIONS

Business Location: 112 SOL Y LOMAS DR
ANNX1
SANTA FE , NM 87505

Owner: PITCHER KOMER LYNN

License Number: 226519

Issued Date: March 30, 2021

Expiration Date: March 30, 2022

CRS Number: 02374602005

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

P.K. PUBLIC RELATIONS
112 SOL Y LOMAS
SANTA FE, NM 87505

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

DATE: April 2, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Andrew Erdmann, Procurement Manager
City of Santa Fe Water

SUBJECT: Evaluation Committee Report, Public Relations and Public Outreach for the Water Conservation Office RFP # 21/20/P

In accordance with the Request for Proposals for Public Relations and Public Outreach for the Water Conservation Office issued January 22, 2021, two responses were submitted from the following Offerors: PK Public Relations and Tripepi Smith and Associates, Inc. and evaluated by the committee.

The combined scores assigned 1085.37 points to PK Public Relations and 818.67 points to Tripepi Smith and Associates.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Christine Chavez, Water Conservation Manager
Maya Martinez, Utility Fiscal Administrator
John Delmar, Engineer

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- March 2, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposals.
- March 8, 2021: Evaluation Committee met to finalize scoring and review of the Offeror technical proposals.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (350 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	340	306.67

Organizational Experience

Specifications:

a) Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Public Relations and Public Outreach. All Public Relations and Public Outreach provided to private sector will also be considered;

b) Provide a detailed resume of a senior level media and public relations coordinator experienced in development and guidance of public communications, marketing, outreach and education activities. The resume should show years of experience planning and executing the full spectrum of strategic public relations and activities including budgeting, media, and governmental relations; At least 10 years' experience is desired, but all other applications with various years of experience will be accepted and considered with complete experience documentation.

c) Provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as personnel who would work directly with WCO staff. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses

PK Public Relations

The Evaluation Committee awarded PK Public Relations 340 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Relevant experience in water conservation in Santa Fe
- Small firm
- No licenses included

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates 306.67 points based on the Offeror's response.

- Staff resumes show senior experience in excess of 10 years
- Large staff
- Certifications included
- Unclear division of labor and leadership
- No local experience in Santa Fe

Section IV.B.2, Organizational References (0 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	n/a	n/a

Section IV.B.3, Oral Presentation (0 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	n/a	n/a

Section IV.B.4, MANDATORY SPECIFICATIONS (350 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	346.67	306.67

Mandatory Specifications

Specifications:

Outreach Strategies

• The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror shall provide two (2) examples of outreach material developed for clients showing technical expertise in numerous platforms.
• The contractor will have expertise in reporting on the effectiveness of outreach materials and strategies. The Offeror shall submit evaluations of two (2) previous outreach projects including metrics for measuring effectiveness of multiple outreach strategies.

Website
• The contractor will serve as the technical and design manager of the WCO's website including all aspects outlined in the Detailed Scope of Work (section IV A, Website). The Offeror shall submit written description, including links, of relevant website work demonstrating the abilities needed to fulfill the scope relative to savewatersantafe.com.

Social Media
• The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror shall submit a Curriculum Vitae (CV) of social media experience with emphases on audience expansion and communicating complex information including links, images, and other material that conveys the Offeror's social media skill.

Other Outreach Outlets
• The contractor will serve as lead in planning and research for print, radio and television media. The Offeror shall submit a CV of traditional media (print, radio and television) experience with emphases on conservation messaging and program effectiveness.
• The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror shall submit a summary of a public meeting at which s/he worked with a public entity to conduct a public meeting and/or online forum. The summary may include materials developed, outcomes, lessons learned, strategies employed, plans for socially distanced adaptations, and other material that demonstrates the Offeror's experience.

Evaluation Factors:

• The two (2) examples of outreach material developed for clients will be evaluated based on the technical expertise demonstrated, the breadth of technical approaches demonstrated, and the relevance of the examples to WCO subject matter.
• The evaluations of two (2) previous outreach projects will be based on the effectiveness of the materials and the clarity of the reporting.
• The suitability of the Offeror to support the website will be based on the presence and quality of any referenced website(s), the scope of involvement for the contractor in previous technical and design website work, and the quality of the reporting of the written description submitted.
• The social media Curriculum Vitae (CV) detailing the Offeror's social media experience will be evaluated for longevity of experience, relevance of experience, levels of success, and compatibility of the Offeror's approach to the CV and social media work with the goals of the WCO.
• The traditional media CV will be evaluated for relevance of past work to the needs of the WCO.
• The summary of a public meeting and/or online forum for which the Offeror worked with a public entity will be evaluated for the effectiveness of the event in terms of collecting relevant and detailed public input from a diverse and large audience.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 346.67 points based on the Offeror's response.

- Examples demonstrate water conservation experience
- Examples demonstrate local Santa Fe public outreach experience
- Marketing reports with metrics on effectiveness

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi and Smith and Associates, Inc. 306.67 points based on the Offeror's response.

- Relevant conservation experience
- No local Santa Fe experience
- Examples did not show outcomes
- Qualitative metrics not included

Section IV.B.5, Desirable Specifications (200 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points	200	143.33

Specifications:

Outreach Strategies
• The contractor will have experience leading, strategizing, and designing outreach strategies. The Offeror may provide examples of outreach material developed for clients showing subject matter expertise in water conservation.

Social Media
• The contractor will serve as the social media manager for the WCO including Facebook, Instagram, NextDoor, and monitoring for new opportunities. The Offeror may submit a social media plan showcasing expertise in areas such as: subject matter, local trends and issues, or innovative and highly impactful programs. The plan may also include tie-ins to ongoing WCO initiatives such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard.

Other Outreach Outlets
• The contractor will serve as lead in planning and research for print, radio and television media. The Offeror may submit samples of print, radio, and/or television work showcasing work with public agencies.

• The contractor will serve as an integral team member in the planning, adaptation, implementation, and assessment of public meetings at least twice a year. The Offeror may submit a proposal for adapting public meetings, including collection of input, for the needs of social distancing.

Evaluation Factors:

• Examples of outreach strategies showing subject matter expertise in water conservation, if submitted, will be evaluated for relevance of the materials and projects to those being considered or conducted by the WCO.
• The Social Media Plan showcasing expertise in subject matter, local trends and issues, or innovative and highly impactful programs will, if submitted, be evaluated with an eye to the Offeror's knowledge and experience with water conservation, understanding of relevant local and professional trends, and experience in innovative and impactful campaigns.
• Tie-ins to ongoing WCO programs such as the 5-Year Water Conservation Plan Addendum and the WCO scorecard will be evaluated for suitability and Offeror knowledge.
• Examples of print, radio, and/or television work showcasing work with public agencies, if submitted, will be evaluated based on the quality and relevance of the work.
• The proposal for adapting public meetings for the needs of social distancing, if submitted, will be evaluated for suitability, thoroughness, and innovation.

PK Public Relations

The Evaluation Committee awarded PK Public Relations 200 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, television/video, and white papers
- Social media plan presented addresses rfp requirements
- Tie-ins to ongoing water conservation work in Santa Fe
- Experience with public meetings in Santa Fe
- Strategies addressed local trends

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 143.33 points based on the Offeror's response.

- Numerous examples of relevant outreach experience
- Examples include social media outlets, radio, ads/graphics, and television/video.
- No ties to ongoing water conservation work in Santa Fe
- No public meeting experience demonstrated

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Pass/Fail	**Pass**	**Pass**

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Pass/Fail	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	PK Public Relations	Tripepi Smith and Associates, Inc.
Offeror Points		

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C.

Evaluation Factors:

Cost will be measured by formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

PK Public Relations

The Evaluation Committee awarded PK Public Relations 100 points based on the Offeror's response.

- Annual Cost = $74,200

Tripepi Smith and Associates, Inc.

The Evaluation Committee awarded Tripepi Smith and Associates, Inc. 62 points based on the Offeror's response.

- Annual Cost = $119,440

Section IV.C.4, NM Preferences

	PK Public Relations	Tripepi Smith and Associates, Inc.
NM Business Preference	98.6	0
NM Veterans Preference	n/a	n/a

Specifications:

The City shall award additional 10% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 6% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

The maximum available local preference shall be 10%.

Evaluation Factors:

When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 10% of the total possible points to a local resident business. The City shall award an additional 6% of the total possible points to a business who has hired all local resident business subcontractors.

PK Public Relations

Offeror submitted NM Resident Business Certificate. Offeror was awarded 98.7 Points.

Tripepi Smith and Associates, Inc.

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Relations and Public Outreach for the Water Conservation Office

RFP # 21/20/P **Evaluation Summary**

	PK Public Relations	Tripepi Smith and Associates
Section IV.B 1. Technical Specifications Organizational Experience (350 Points)	340	306.67
Section IV.B 2. Technical Specifications Organizational References (0 Points)	n/a	n/a
Section IV.B 3. Technical Specifications Oral Presentation (0 Points)	n/a	n/a
Section IV.B 4. Technical Specifications Mandatory Specification (350 Points)	346.67	306.67
Section IV.B 5. Technical Specifications Desirable Specification (200 Points)	200	143.33
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100	62
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 10%	98.7	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	n/a	n/a
TOTAL POINTS AWARDED	**1085.37**	**818.67**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Public Relations and Public Outreach for the Water Conservation Office RFP #21/20/P to the proposal receiving the highest scores along the natural point-break; PK Public Relations; subject to agreement between the City of Santa Fe Water and the selected Offerors. Awarding a contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval [**Only** Evaluation Committee, Procurement Manager and the Chief Procurement Officer sign the report. Add signature lines as necessary for additional Evaluation Committee names.]

Christine Chavez

Christine Chavez — Date
Evaluation Committee Member

Maya Martinez
Maya Martinez (Apr 7, 2021 11:47 MDT)

3/31/21

Maya Martinez — Date
Evaluation Committee Member

John Del Mar
John Del Mar (Apr 7, 2021 12:22 MDT)

John Delmar — Date
Evaluation Committee Member

Parry Andrew Erdmann
Parry Andrew Erdmann (Apr 7, 2021 11:49 MDT)

Andrew Erdmann — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway

3/31/21

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

PK PR 2021 PSA packet

Final Audit Report 2021-04-07

Created:	2021-04-07
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtQw9HZYaYobXGai2q5zXQbGHeWteaUKW

"PK PR 2021 PSA packet" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-04-07 - 5:19:49 PM GMT- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-04-07 - 5:20:48 PM GMT

Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-04-07 - 5:21:42 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
Signature Date: 2021-04-07 - 5:22:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-07 - 5:22:40 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021

ISSUE NO. 8e

Request for Approval of a Professional Services Contract for PK Public Relations for the Water Conservation Public Relations and Public Outreach through FY 2024 in a total amount of $254,791.27. (Andrew Erdmann, Water Conservation Specialist, paerdmann@santafenm.gov, 955-4223)

Committee Review:
Public Works and Utilities Committee: 04/12/2021
Water Conservation Committee: 04/13/2021
Finance Committee: 04/19/2021
Governing Body: 04/28/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved to forward to 4/13/2021 Water Conservation 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		

Item#_____
Munis Contract# 3202620_

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor will maintain and develop outreach efforts for the Water Conservation Office (WCO) and work with staff to develop strategies consistent with the goals and priorities of the office.

a) *Outreach Strategies:*
The contractor will serve as the primary expert and lead in strategizing, designing, and implementing the following WCO's outreach strategies:

i. Media Strategy – the contractor will bring expertise in media strategies and will work with staff to develop and plan campaigns for various WCO priorities and projects and to roll them out across the outreach platforms available to the WCO.

ii. Reporting – the contractor will provide monthly and quarterly reports of ongoing outreach projects, including social media and https://www.savewatersantfe.com and their effectiveness in metrics appropriate to each media.

b) *Website*
The WCO website, httpd://www.savewatersantafe.com is independent of the City's website and is used to disseminate information about ongoing water conservation priorities, to collect public input, and to manage the submission of rebate applications. The website is well established and the goal is to maintain and continue to improve the existing site as follows:

i. Hosting – the contractor will manage the hosting of https://www.savewatersantafe.com

ii. Design – the contractor will work with the existing website design and make additions and changes as needed to maintain alignment with evolving office priorities.

iii. Content – development of content promoting with themes, projects, and priorities identified by the WCO including photos, text video, links, and other media support as needed.

iv. Support – the contractor will provide support to address technical issues with the website as they arise.

v. Planning – the contractor will provide support to address technical issues with the website as they arise.

vi. Rebate Submittals – one of the core missions of the WCO is the rebate program which allows water customers to receive rebates for eligible appliance and irrigation equipment purchases. The contractor will support a rebate application portal so that customers can apply for rebates and upload documentation online.

vii. Public Input Submittals – the website collects public input through general submissions and, at times, through specific questionnaires. The contractor will provide the technical support to collect public input and provide it to staff.

c) Social Media

The WCO uses social media to make information about conservation programs including rebates, educational opportunities, public meetings, notices restrictions (time of day or drought), and general water conservation related content. The goal is to maintain the visibility of the WCO through various platforms to reach as large and diverse a group of Santa Feans as possible.

i. Facebook – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

ii. Instagram – develop content in coordination with current WCO themes and goals, post frequently and remain responsive to comments and questions.

iii. NextDoor – monitor the WCO NextDoor account and ongoing neighborhood discussions in Santa Fe to find opportunities for WCO to reach out to Home Owner Association's (HOA's) and neighborhood communities.

iv. Social Media Expansion – the contractor shall maintain an understanding of the social media market and shall provide direction as new social media tools – either through existing outlets or new ones – provide opportunities for the WCO.

d) Other Outreach Outlets

The contractor will lead in all aspects of media outreach including print, radio and television. The contractor will also provide support with the design, implementation, and assessment of public meetings or their socially distanced equivalent.

i. Develop Content – The contractor, working with WCO staff, will develop print, radio, and television content consistent with other outreach efforts and in alignment with WCO priorities.
ii. Media Planning and Research – the contractor will be responsible for planning, researching, and identifying suitable media outlets and determining appropriate levels of investment for the WCO.
iii. Public Meetings – The WCO holds occasional public meetings, including at least two in July related to the Five-Year WCO plan. The contractor will assist in planning, adapting, conducting, and evaluating the effectiveness and input collected from these meetings.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred fifty four thousand seven hundred ninety one dollars and twenty seven cents ($254,791.27) as described in Exhibit A attached hereto, for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twelve thousand three hundred sixty six dollars ($12,366) in (FY2020) through (FY2021) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($1,043.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2021) through (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2022) through (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy four thousand two hundred dollars ($74,200) in (FY2023) through (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand two hundred sixty dollars and sixty three cents ($6,260.63) shall be paid by the City to the Contractor.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, a,260nd outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/24** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

27. Authority.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRITINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Apr 14, 2021 15:52 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050382.510310
Org. Name/Org#.

City of Santa Fe, New Mexico
Memorandum

DATE: **March 26, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

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

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering construction and design contract with HDR. Amendment #5, for an extension of time and funding to complete the Digester Project. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; Request approval of the BAR Budget Increase in the amount of $190,579.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

Construction of CIP #950 has been under way since August 2019, and has a construction budget of approximately $l4MM. The original PSA with HDR is dated April 29, 2015 and included under terms and agreements, to provide Engineering, Design, and consulting services for the City. The contract had been previously amended for schedule extensions and an increase in budget. HDR has provided reviews of shop drawing submittals, requests for information, change order requests, project overview/management, and other engineering items.

Pandemic closures including inabilities of travel for subcontractors from foreign countries and other states created issues delaying construction causing added time to complete the project. Compounding issues internal project overview staff changes due to retirements created delays. Although the new digesters are online, completion of the project has been put on hold for the majority of 2020.

Completion costs described below:

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Additional extended construction support 2021 (Lump Sum Allowance)	70,904.00
Total Amendment cost	**175,749.50**

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000
Munis Object Name/Number: $190,579 inclusive of nmgrt

ACTION REQUESTED:

Wastewater Management Division respectfully requests your review and approval of Amendment #5 In the amount of $175,750.00+NMGRT, including an extension of one year to the contract. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period. Request approval of the BAR Budget Increase in the amount of $190,579.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water/ CIP	3/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD CIP Engineering	5000375	572960		190,579	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 190,579	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund

to HDR contract amendment #5 for FY 19/20.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(190,579)
TOTAL:	**(190,579)**

Maya Martinez 3/12/2021
Prepared By *{print name}* Date

Michael Dozier (Mar 12, 2021 11:45 MST) 3/12/2021
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH AJH (Mar 12, 2021 13:28 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. 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 is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

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

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" 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 one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

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.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:

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
  Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
  Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	**104,846**
Additional extended construction support 2021 (Lump Sum Allowance)	70,904

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **1/13/16** Term End Date: **6/30/20**

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **5** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $175,749.50

Extend Termination Date to: **12/31/21**

☑ Approved by Council Date: **Pending**

Amendment is for: additional scope to complete project and term extension.

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

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com

3. **Procurement History:** **RFP 16/01/P 9/7/15**

Fran Dunaway (Apr 6, 2021 16:29 MDT) Apr 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Can extend pursuant to 13-1-150.6 a. to extend for completion of construction project

4. **Funding Source:** **N/A** **Org / Object:** **5000375.572960**

Alexis Lotero (Apr 5, 2021 17:37 MDT) Apr 5, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
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 Utilities Dept WWMD Staff Name Mike Dozier

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)
☐	☒ X	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: _____

Michael Dozier (Mar 12, 2021 11:43 MST)

Wastewater Management Division Director 3/12/2021

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

Fran Dunaway

Fran Dunaway (Apr 6, 2021 10:29 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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): 05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W16482011 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	[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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

CERTIFICATE HOLDER

CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR.
2651 SIRINGO ROAD, BUILDING H
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

Alicia J. Pavelko

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

ADDITIONAL INSURED: THE CITY OF SANTA FE

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SR ID: 19631312 BATCH: 1684684 CERT: W16482011

CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY) 5/20/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
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

Joseph M Agnello

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ITEM # 16-0026

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 HDR Engineering, Inc. (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 the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents ($722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

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 December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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 named as an additional insured 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER
AREA OPERATIONS MANAGER/
VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design cr iteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

DRAFT-Rev 0

ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering Inc. (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 Engineering, Design and Consulting services for the City;

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. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

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:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

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

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: May 16, 2016

TO: Brian K. Snyder, City Manager

VIA: Nick Schiavo, Public Utilities & Water Division Director NS

VIA: Shannon Jones, Wastewater Management Division Director SJ

FROM: Kathleen Garcia, Engineer, Wastewater Management Division KG

SUBJECT: Engineering Services Consultant Address Correction

ITEM AND ISSUE:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

BACKGROUND AND SUMMARY:

The WWM Division requested and received approval from the City of Santa Fe governing body on January 13, 2016 to enter into a contract with HDR to provide engineering design and consultant services, project management and construction oversight for the Paseo Real Wastewater Treatment Plant Anaerobic Digester. The total contract amount is $ 782,588.29 including New Mexico gross receipts tax. A Notice to Proceed was issued to HDR on March 4, 2016.

Request for approval to re-appropriate funding for next fiscal year was made at the Public Utilities Committee meeting on May 4, 2016. It was brought to our attention by Councilor Lindell that the existing contract has an incorrect address for the Contractor and asked that it be corrected.

ACTION REQUESTED:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

ATTACHMENT:

Amendment #1 to PSA # 16-0026

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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 is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, 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 fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

DRAFT-Rev 5

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

2. 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:

CITY MANAGER

DATE: 4/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 4/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

4/24
CITY ATTORNEY

APPROVED:

Interim
FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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 is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" 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 one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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.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: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

Signature: Michael Dozier (Apr 2, 2021 09:13 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021
ISSUE NO. 8f Request for the Approval of Amendment No. 5 to HDR Engineering, Inc. for the Wastewater Digester Project Engineering Construction and Design Contract for an extension of time and funding to complete the Digester Project for a period of time not to exceed the requisite time for the project completion and subsequent period in the total amount of $190,579. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov) **Committee Review:** Public Works and Utilities Committee: 04/12/2021 Finance Committee: 04/19/2021 Governing Body: 04/28/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/19/2021 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: **March 26, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

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

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering construction and design contract with HDR. Amendment #5, for an extension of time and funding to complete the Digester Project. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; Request approval of the BAR Budget Increase in the amount of $190,579.
Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

Construction of CIP #950 has been under way since August 2019, and has a construction budget of approximately $l4MM. The original PSA with HDR is dated April 29, 2015 and included under terms and agreements, to provide Engineering, Design, and consulting services for the City. The contract had been previously amended for schedule extensions and an increase in budget. HDR has provided reviews of shop drawing submittals, requests for information, change order requests, project overview/management, and other engineering items.

Pandemic closures including inabilities of travel for subcontractors from foreign countries and other states created issues delaying construction causing added time to complete the project. Compounding issues internal project overview staff changes due to retirements created delays. Although the new digesters are online, completion of the project has been put on hold for the majority of 2020.

Completion costs described below:

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Additional extended construction support 2021 (Lump Sum Allowance)	70,904.00
Total Amendment cost	**175,749.50**

PROCUREMENT METHOD:

Procurement method: Construction Bid

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000
Munis Object Name/Number: $190,579 inclusive of nmgrt

ACTION REQUESTED:

Wastewater Management Division respectfully requests your review and approval of Amendment #5 In the amount of $175,750.00+NMGRT, including an extension of one year to the contract. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period. Request approval of the BAR Budget Increase in the amount of $190,579.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water/ CIP	3/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD CIP Engineering	5000375	572960		190,579	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 190,579	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund

to HDR contract amendment #5 for FY 19/20.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(190,579)
TOTAL:	**(190,579)**

Maya Martinez 3/12/2021
Prepared By *{print name}* Date

Michael Dozier (Mar 12, 2021 11:45 MST) 3/12/2021
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH AJH (Mar 12, 2021 13:28 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. 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 is amended so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

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

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" 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 one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

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.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:

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
  Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
  Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	**104,846**
Additional extended construction support 2021 (Lump Sum Allowance)	70,904

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **1/13/16** Term End Date: **6/30/20**

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **5** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $175,749.50

Extend Termination Date to: **12/31/21**

☑ Approved by Council Date: **Pending**

Amendment is for: additional scope to complete project and term extension.

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

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com

3. **Procurement History:** **RFP 16/01/P 9/7/15**

Fran Dunaway (Apr 6, 2021 16:29 MDT) Apr 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Can extend pursuant to 13-1-150.6 a. to extend for completion of construction project

4. **Funding Source:** **N/A** **Org / Object:** **5000375.572960**

Alexis Lotero (Apr 5, 2021 17:37 MDT) Apr 5, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
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 Utilities Dept WWMD Staff Name Mike Dozier

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)
☐	☒ X	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: _____

Michael Dozier (Mar 12, 2021 11:43 MST)

Wastewater Management Division Director 3/12/2021

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

Fran Dunaway

Fran Dunaway (Apr 6, 2021 10:29 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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): 05/19/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A : Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Liberty Insurance Corporation — 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W16482011 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-010	06/01/2020	06/01/2021	[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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability on a primary, non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella policy follows form of the underlying General Liability, Automobile Liability, Employers Liability.

CERTIFICATE HOLDER

CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR.
2651 SIRINGO ROAD, BUILDING H
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

Alicia J. Pavelko

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

ADDITIONAL INSURED: THE CITY OF SANTA FE

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SR ID: 19631312 BATCH: 1684684 CERT: W16482011

CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY) 5/20/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
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

Joseph M Agnello

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ITEM # 16-0026

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 HDR Engineering, Inc. (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 the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents ($722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

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 December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(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 named as an additional insured 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 arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

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:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER
AREA OPERATIONS MANAGER/
VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design cr iteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

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ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering Inc. (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 Engineering, Design and Consulting services for the City;

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. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

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:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

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

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

DATE: May 16, 2016

TO: Brian K. Snyder, City Manager

VIA: Nick Schiavo, Public Utilities & Water Division Director NS

VIA: Shannon Jones, Wastewater Management Division Director SJ

FROM: Kathleen Garcia, Engineer, Wastewater Management Division KG

SUBJECT: Engineering Services Consultant Address Correction

ITEM AND ISSUE:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

BACKGROUND AND SUMMARY:

The WWM Division requested and received approval from the City of Santa Fe governing body on January 13, 2016 to enter into a contract with HDR to provide engineering design and consultant services, project management and construction oversight for the Paseo Real Wastewater Treatment Plant Anaerobic Digester. The total contract amount is $ 782,588.29 including New Mexico gross receipts tax. A Notice to Proceed was issued to HDR on March 4, 2016.

Request for approval to re-appropriate funding for next fiscal year was made at the Public Utilities Committee meeting on May 4, 2016. It was brought to our attention by Councilor Lindell that the existing contract has an incorrect address for the Contractor and asked that it be corrected.

ACTION REQUESTED:

Request approval of Amendment #1 to PSA# 16-0026 with HDR for Paseo Real Wastewater Treatment Plant Anaerobic Digester Project to correct contractor's address.

ATTACHMENT:

Amendment #1 to PSA # 16-0026

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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 is amended so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, 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 fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

DRAFT-Rev 5

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

2. 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:

CITY MANAGER

DATE: 4/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 4/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

4/24
CITY ATTORNEY

APPROVED:

Interim
FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, Inc. (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 Engineering, Design and Consulting services for the City;

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 is amended so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" 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 one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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.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: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

Signature: Michael Dozier (Apr 2, 2021 09:13 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 04/12/2021
ISSUE NO. 8g Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $190,579 from Cash Balance to fund the HDR Contract Amendment No. 5. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov) **Committee Review:** Public Works and Utilities Committee: 04/12/2021 Finance Committee: 04/19/2021 Governing Body: 04/28/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 4/19/2021 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		