

**CITY OF SANTA FE  
PURCHASING**

**“REQUEST FOR BID”**

**UNIFORMS**

**BID # '13/01/B**

**BID DUE:**

**August 7, 2012**

**2:00 P.M.**

**PURCHASING OFFICE**

**CITY OF SANTA FE**

**2651 SIRINGO ROAD - BUILDING “H”**

**SANTA FE, NEW MEXICO 87505**

## TABLE OF CONTENTS

Advertisement for Bids.....	1
Bid Schedule.....	2
Information Bidders.....	3
Special Conditions.....	8
Specifications.....	10
Bid Form.....	14

### Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form
3. Minimum Wage Ordinance
4. Exhibit A – City’s Sweatshop Free Procurement Policy
5. Exhibit B – Code of Conduct and Code of Compliance & Bidders Acknowledgement
6. Exhibit C – Prime Bidders Full Compliance Declaration & Verification Form
7. Exhibit D – Point-of-Assembly Factory Form
8. Exhibit E – Delayed Compliance Authorization Request Form

**ADVERTISEMENT FOR BIDS  
BID NO. '13/01/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, August 7, 2012. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

**UNIFORMS**

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

**The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.**

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

**ATTEST:**

  
\_\_\_\_\_  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 07/19/12  
To be published on: 07/24/12

Received by the Albuquerque Journal on: 07/19/12  
To be published on: 07/24/12

## BID SCHEDULE

### BID # '13/01/B

1. ADVERTISEMENT July 24, 2012
2. ISSUANCE OF BID'S July 24, 2012
3. RECEIPT OF BID:  
August 7, 2012 at 2:00 P.M. local prevailing time. Purchasing Office  
2651 Siringo Road Bldg., "H"  
Santa Fe, New Mexico 87505  
(505) 955-5711
4. RECOMMENDATION OF AWARD TO FINANCE COMMITTEE: August 16, 2012
5. RECOMMENDATION OF AWARD TO CITY COUNCIL: August 28, 2012

**DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## INFORMATION TO BIDDERS

### 1. **RECEIPT AND OPENING OF BIDS**

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, August 7, 2012**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: '13/01/B  
Title of the bid: UNIFORMS  
Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. **PREPARATION OF BID**

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

### 3. **BID SECURITY**

None required.

### 4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

Liquidated damages are not applicable to this bid.

### 5. **ADDENDA AND INTERPRETATIONS**

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico

87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular bidder is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to multiple vendors who meet or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

If a bid item has been discontinued substitutions may be made only with the approval of the Purchasing Officer, Robert Rodarte.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply “or equal.” Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

12. **COMPLIANCE WITH CITY’S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT and LOCAL PREFERENCE**

**INTENT and POLICY**

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att’y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

**APPLICATION-IN STATE AND OUT OF STATE BIDDERS**

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) –1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Service Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

#### NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

#### APPLICATION FOR LOCAL PREFERENCE

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the



contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

**New Mexico Resident Preference Number (if applicable) \_\_\_\_\_**

## **SPECIAL CONDITIONS**

1. **GENERAL**  
When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.
2. **ASSIGNMENT**  
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.
3. **VARIATION IN SCOPE OF WORK**  
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **DISCOUNTS**  
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.
5. **TAXES**  
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.
6. **INVOICING**
  - (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
  - (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.
7. **METHOD OF PAYMENT**  
Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
8. **DEFAULT**  
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, 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 cost if failure

to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

**SPECIFICATIONS  
'13/01/B  
UNIFORMS**

The City is seeking bids for uniforms. All uniforms provided in the bid must comply with City's Sweatshop Free Procurement Policy and Code of Conduct compliance.

<b>GROUP</b>	<b>ITEM</b>	<b>COLOR</b>	<b>SIZE</b>	<b>UNIT PRICE</b>
<b>Shirts</b>	85106 Men or equal Ash City Polo Polyester/Cotton Short Sleeve	Black, Navy Blue, White, Khaki	All	\$
	75106 Women or equal Ash City Polo Polyester/Cotton Short Sleeve		All	\$
	85077 Men or equal Ash City Polo Polyester/Cotton Long Sleeve		All	\$
	75042 Women or equal Ash City Polo Polyester/Cotton Long Sleeve		All	\$
	5180 Men/Women or equal Hanes Short Sleeve		All	\$
	5186 Men/Women or equal Hanes Long Sleeve		All	\$
	8300 Men/Women or equal Gildan Short Sleeve w/Pocket		All	\$
	8400 Men/Women or equal Gildan Long Sleeve w/Pocket		All	\$
	75041 Women or equal Ash City Polo Polyester/Cotton Short Sleeve		All	\$
	85075 Women or equal Ash City Polo Polyester/Cotton Short Sleeve		All	\$
	85108 Men or equal Ash City Polo Polyester Short Sleeve		All	\$
	75108 Women or equal Ash City Polo Polyester Short Sleeve		All	\$
	<b>Pants</b>		13MWZ Men/Women or equal Wrangler Jean Original Fit	Indigo, Black, Kahki
B13 Men/Women or equal Carhart Jean		All	\$	
LU200 Men or equal Dickies Relaxed Fit Jean		All	\$	
FD138 Women or equal Dickies Relaxed Boot Cut		All	\$	

<b>GROUP</b>	<b>ITEM</b>	<b>COLOR</b>	<b>SIZE</b>	<b>UNIT PRICE</b>
<b>Shorts</b>	LR542 Men/Women or equal Shorts	Khaki, Blue, Black	All	\$
	LR 337 Men/Women or equal Shorts		All	\$
	LR642 Men/Women or equal Shorts		All	\$
	LR303 Men/Women Shorts		All	\$
<b>Jacket (Heavy)</b>	J140 Men/Women or equal Carhart Quilted w/Hood	Blue, Khaki, Black, Brown	All	\$
	J22 Men/Women or equal Carhart Heavy		All	\$
	88031 Men or equal Ash City		All	\$
	68003 Women or equal Ash City		All	\$
	88083 Men/Women or equal 511 Fleece		All	\$
<b>Jacket (Light)</b>	78032 Women or equal Ash City	Blue, Khaki, Black, Brown	All	
	88095 Men or equal Ash City Fleece		All	\$
	78039 Women or equal Ash City		All	\$
	88108 Men or equal Ash City Fleece		All	\$
	88155 Men or equal Ash City Windbreaker		All	\$
	78076 Women or equal Ash City Windbreaker		All	\$
<b>Coveralls</b>	R02 Men/Women or equal Carhartt Duck Bib Insulated	Indigo, Blue, Black, Brown	All	\$
	TB246 Men/Women or equal Dickies Duck Bib Insulated		All	\$
	TV245 Men/Women or equal Dickies Duck		All	\$
	WV4870 Men/Women or equal Dickies Uninsulated		All	\$
<b>Scrubs</b>	Landau or equal Scrubs Shirt & Pants	Lavender, Till, Blue, Burgundy	All	\$
<b>Footwear</b>	G6723 Men or equal Georgia Boot Steel Toe 6"	Brown	All	\$
	G8423 Men or equal Georgia Boot 8"	Brown	All	\$

<b>GROUP</b>	<b>ITEM</b>	<b>COLOR</b>	<b>SIZE</b>	<b>UNIT PRICE</b>
<b>Footwear</b>	G7102 Men or equal Georgia Boot 6"	Saddle Tan	All	\$
	G8392 Men or equal Georgia Boot Steel Toe 8"	Saddle Tan	All	\$
	G6503 Men or equal Georgia Boot 6"	Briar Brown	All	\$
	G6603 Men or equal Georgia Steel Toe Boot 6"	Briar Brown	All	\$
	G8503 Men or equal Georgia Boot 8"	Briar Brown	All	\$
	GB1222 Men or equal Georgia Chukka Boot	Barracuda Gold	All	\$
	G5153 Men or equal Georgia Pull On Boot	Barracuda Gold	All	\$
	GR362 Women or equal Georgia Romeo Steel Toe Shoe	Black	All	\$
	G3374 Women or equal Georgia Steel Toe 6" Boot	Soggy Brown	All	\$
	G3204 Women or equal Georgia 9' Pull On Boot	Soggy Brown	All	\$
	GR185 Women or equal Georgia Romeo Shoe	Sierra Red	All	\$
	G3334 Women or equal Flhpoint Steel Toe Boot	Chestnut	All	
	G3478 Women or equal Riverdale Hiker	Camel	All	\$
	G3114 Women or equal Lacer 8" Boot	Barracuda Walnut	All	\$
	G3290 Women or equal Logger 8"	Oily Black	All	\$
	#5230 Men/Women or equal Viper Low Walking Shoe Weight 17.8 oz	Black	All	\$
	<b>Patches</b>	2x4 City of Santa Fe		
Embroidery City of Santa Fe/w Logo				\$

**EXCEPTIONS**

---



---



---

## 1. **Sweatshop Free Requirements**

- 1.1 The successful Bidders must provide textile products in accordance with the City's Sweatshop Free Procurement Policy, Code of Conduct for Apparel bid. The City's Sweatshop Free Procurement Policy and Code of Conduct are attached as Exhibit A and B. **The City's Sweatshop Free Procurement Policy and Code of Conduct are applicable to the Contractor and all Subcontractors and suppliers down to the cut and sew (point-of –assembly) level of the manufacturing process** for the products provided under the resulting bid. Bidders must acknowledge receipt of the Code of Conduct and Code of compliance attached Exhibit B.
  - 1.1.1 Prior to the award, the bidders must demonstrate compliance with the City's Code of Conduct for Apparel bid by completing and submitting the City of Santa Fe Sweatshop Free Procurement Policy Prime Bidders Full Compliance Declaration & Verification Form and the Point-of-Assembly Factory location attached Exhibit D and E for all items submitted in the bid. Delayed Compliance may be requested by the successful Bidder, if necessary, by completing the Delayed Compliance Authorization Request form attached Exhibit F.
  - 1.1.2 In order to demonstrate continued compliance with the City's Sweatshop Free Procurement Policy, upon request by the City, the successful Bidders shall provide Sweatshop Free Procurement Policy compliance documentation for any textile item ordered by City staff during the term of the resulting bid.
  - 1.1.3 The City reserves the right to investigate all evidence reasonably necessary to determine whether the successful Bidders are in full compliance with the City's Code of Conduct Apparel bid, including on-site audits by City-approved independent third-party monitors of manufacturing facilities producing items.

## 2. **Reporting Requirements**

- 2.1 Upon request by the City Purchasing Office, the Bidder shall provide an itemized usage report on all items purchased by the City (up to four usage reports per year). The electronic usage shall be in a Microsoft Excel compatible format and contain the following information per line item:
  - a. Order Date
  - b. Customer Number
  - c. Customer Name (City Bureau/Office Name)
  - d. Ordered By Name (name of person submitting order)
  - e. Product Order Number (SKU)
  - f. Item Description
  - g. Item Brand Name/Manufacturer
  - h. Item Manufacturer Product Number
  - i. Item Unit Price
  - k. Quantity Ordered
  - l. Extended Price

**CITY OF SANTA FE  
BID FORM  
BID # '13/01/B**

**EXCEPTIONS TO SPECIFICATIONS**

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a.            All specifications, terms and conditions are met.
- b.            Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

**WARRANTIES**

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

---

---

---



DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

\_\_\_\_\_ calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
DATE

**N.M. RESIDENT PREFERENCE NUMBER (if applicable):** \_\_\_\_\_

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**

## INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

**Additional Documentation:** If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

# LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Office: \_\_\_\_\_  
Street Address City State Zip Code

City of Santa Fe Business License # \_\_\_\_\_ (Attach Copy to this Form)

Date Principal Office was established: \_\_\_\_\_ (Established date must be six months before date of Publication of this RFP or RFB).

## CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me by \_\_\_\_\_ this \_\_\_\_\_, day of \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

SEAL

**YOU MUST RETURN THIS FORM WITH YOU OFFER**

**EXHIBIT A**

**CITY'S SWEATSHOP FREE PROCUREMENT POLICY**

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2012-23**

3 **INTRODUCED BY:**

4  
5 Councilor Trujillo  
6 Councilor Wurzbarger  
7 Councilor Dominguez  
8 Councilor Bushee  
9

10 **A RESOLUTION**

11 **DIRECTING STAFF TO PREPARE AMENDMENTS TO THE CITY OF SANTA FE**  
12 **PROCUREMENT CODE RELATING TO THE ESTABLISHMENT OF A SWEAT-FREE**  
13 **PROCUREMENT POLICY.**  
14

15 **WHEREAS**, the term “sweat-free” as it relates to purchasing, refers to purchasing  
16 policies that protect against slavery, forced overtime, child labor, excessive hours, below-  
17 subsistence wages, discrimination, abuse, harassment, and similar work place violations and  
18 promotes purchasing policies that promote and protect freedom of association, and worker health  
19 and safety; and

20 **WHEREAS**, the Governing Body of the City of Santa Fe recognizes its social  
21 responsibility to support a diverse, equitable, healthy, and vibrant community, work force and  
22 economy; and

23 **WHEREAS**, the products and services bought with City funds should be produced in an  
24 environment that is “sweat -free” and the City’s purchases do have an inherent social, human,  
25 health, environmental and economic impact on workers and our community; and

1           **WHEREAS**, the adoption and implementation of a City of Santa Fe sweat-free  
2 procurement policy would:

- 3           • Require contractors and subcontractors that provide uniform garments to the City of  
4           Santa Fe to abide by a code of conduct that declares manufacturing locations to be  
5           sweat-free
- 6           • Communicate to the public, other public agencies and companies the City's  
7           commitment to sweat-free procurement by setting an example in choosing sweat-free  
8           uniforms
- 9           • Allow for possible expansion to other products, as the marketplace and industry make  
10          such products predictably available with adequate inventory at competitive costs
- 11          • Seek enforcement and monitoring with available resources and capabilities
- 12          • Complement all aspects of social responsibility, including women- and minority-  
13          owned business participation, environmental stewardship, fiscal responsibilities, and  
14          fair labor practices; and

15           **WHEREAS**, the end-goal of a sweat-free procurement policy is to make an aspirational  
16 statement that encourages the marketplace to move toward sweat-free production facilities, and to  
17 provide a pragmatic and practical approach that can be implemented with likely compliance.

18           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
19 **CITY OF SANTA FE** that the Governing Body hereby directs staff to prepare amendments to  
20 the City of Procurement Code relating to the establishment of a sweat-free procurement policy  
21 that would include, but not be limited to the following:

22           1.       The Purchasing Division shall require bidders to agree to sweat-free requirements  
23 for the manufacture and production of uniform garments.. Bidders who fail to comply will be  
24 rejected.

25           2.       Sweat-free requirements apply to the prime vendor, who shall also warrant

1 subcontractor compliance. Requirements to bid shall include that the bidder:

- 2 • Sign and submit a Code of Conduct on a form approved by the Purchasing
- 3 Division;
- 4 • Provide a list of all manufacturing facility locations, including names and
- 5 addresses, used in product manufacturing and assembly; and
- 6 • Agree to cooperate with compliance monitoring upon the City's request.

7 3. The Purchasing Division shall proactively consider additional products, that may  
8 in the future be added to the sweat free procurement policy, such as safety gear, uniform  
9 accessories, and rental products, if and when such products are known to be available,  
10 competitively priced, and have adequate marketplace inventories.

11 4. The Purchasing Division may consider the experiences of other cities, or may use  
12 such bid strategies such as inviting alternate bids, reserving the right to reject bids, or scoring  
13 compliance during proposal evaluation to ensure compliance with this policy.

14 5. The Purchasing Division may exempt a uniform purchase from this policy if:

- 15 • No compliant bidders are available and the acquisition is essential;
- 16 • The contract is directly with a public entity or by Cooperative Purchasing
- 17 Agreement;
- 18 • Acquisitions are less than the Sealed Bid Limits in aggregate annual City
- 19 spending;
- 20 • It is an emergency purchase; and/or
- 21 • Grant requirements prohibit the sweat-free policy requirements.

22 6. If contracts are executed that were procured with sweat-free certifications as part  
23 of the bid, the City expects the prime vendor to comply fully. If the prime vendor fails in the  
24 opinion of the City, given significant factual evidence, the City will reserve rights to terminate or  
25 pursue resolution. The City will apply liquidated damages as allowed by law.


1           7.       All sweat free contracts shall contain terms that reserve the right for the City to  
2 require third-party audits and monitoring. Such costs are borne by the City unless specified  
3 otherwise in the contract.

4           8.       The Purchasing Division will collaborate with other community interests and  
5 public agencies in seeking best practices and will progressively update the policy as best practices  
6 evolve. The City will support monitoring initiatives that may benefit from combined resources.

7           **BE IT FURTHER RESOLVED** that staff is directed to enroll the City in the Sweatfree  
8 Purchasing Consortium of state and local government entities to develop and share supply chain  
9 resources, expertise, technology, training, monitoring services, and help create economies of scale  
10 for sweat-free procurement."

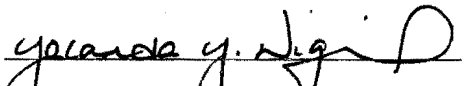
11           PASSED, APPROVED AND ADOPTED this 29<sup>th</sup> day of February, 2012.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

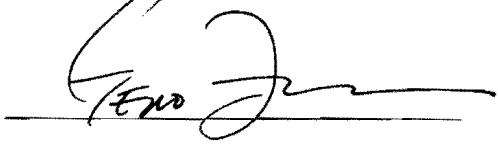


DAVID COSS, MAYOR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY

CAO/Melissa/Resolutions 2012/2012-23 Sweat-free



**EXHIBIT B**

**CODE OF CONDUCT AND CODE OF COMPLIANCE &  
BIDDERS ACKNOWLEDGEMENT**

A code of Conduct should govern the behavior of supply chain partners, notably on social and environmental matters. Guidelines should generally cover workplace issues such as wages, health and safety, working hours, disciplinary practices, freedom of association, child labor and when applicable, environmental impact of suppliers' activities. There are inherent commercial benefits in adopting and adhering to these guidelines on social and environmental issues that result in sound business practices. Voluntary initiatives to ensure supply chain responsibility are complementary to, but not a substitute for, the necessary role of government in enacting and enforcing appropriate legislation.

City of Santa Fe Code of Conduct for Apparel Bidders  
Adopted February 29, 2012

This code of Conduct specifies minimum standards and is based on the principle that contractors, subcontractors and suppliers within the supply chain of the prime contractor, including cut and sew manufacturers, comply with all applicable laws and regulations in their business activities. Labor practices are based upon the core conventions of the International Labor Conventions (ILO), the United Nations' Universal Declaration of Human Rights and the United Nations conventions on the rights of the child and elimination of all forms of discrimination against women.

1. Labor Stanards

**a. Freedom of Association and Right to Collective Bargaining**

Contractors and their subcontractors will recognize and respect that workers, Without distinction, have the right to join and form trade unions of their own Choosing and to bargain collectively, and will remain strictly neutral on the matter of workers' choice to unionize or not unionize. Workers shall not be subjected to harassment, intimidation, or retaliation as a result of his or her efforts to freely associate or bargain collectively. Contractors and their subcontractors shall not initiative, dominate or support organizations in which Workers participate or are represented. Contractors and their subcontractors Will negotiate in good faith with any union or other representative worker body duly constituted by the workers. Where the right of freedom of association and collective bargaining is restricted under law, the supplier will not hinder the development of parallel means for independent, free association and bargaining.

**b. Freely Chosen Employment**

Employment must be on a voluntary basis, respecting the rights of employees to decide to work or not. Contractors and their subcontractors will not use forced, illegal, or prison labor, including indentured labor or any other form of compulsory labor. Contractors and their subcontractors will not require workers to lodge deposits or their identity papers as a condition employment, or financially penalize workers for resigning.

**c. Child Labor Avoidance**

Contractors and their subcontractors will not employ any person that is under the age of 15, under the age interfering with compulsory schooling, or under the minimum age established by law.

Contractors and their subcontractors acknowledge that according to the UN Convention on the Rights of the Child, a person is a child until age of 18. Contractors and their subcontractors will ensure young workers in the age group 15-17 are employed according to the protective restrictions prescribed by the law of the jurisdiction of the manufacturing facility.

d. **Humane Treatment & Disciplinary Practices**

Employees shall be treated with respect. Corporal punishment and other forms of coercion, abuse or harassment, whether psychological, verbal, sexual or physical, is prohibited.

e. **Non-Discrimination**

Non worker shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, nationality, age, religion, disability, gender, pregnancy, maternity leave status, sexual orientation, union affiliation, marital status, political opinion, or social or ethnic origin. No contractor or subcontractor shall require or compel any worker to use contraceptives or take pregnancy tests.

f. **Regular Hours of Work**

Workers shall not be required to work a regular work week of more than the lesser of 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture and will be provided with at least one day off during every seven-day period, unless the point of assembly facility in which the labor is performed is party to a collective bargaining agreement that permits mandatory overtime, and any mandatory overtime hours are worked in conformance with a collective with a collective bargaining agreement.

g. **Overtime**

Workers shall be compensated for overtime hours, such as a premium rate, when legally required in the country of manufacture or point of assembly or, in those locations where such laws do not exist, at a rate of at least one-and-one-half their regular hourly compensation.

h. **Wages and Benefits for Regular Hours of Work**

The point of assembly facilities shall pay wages that meet the higher standard of the legal minimum wage; (b) the prevailing wage in the industry in the country of production; or (c) a non-poverty wage as defined as follows. "Non-poverty wage" in the U.S. is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect the local cost of living.

Workers must be paid directly and provided with clear, written accounting of hours worked, deductions and regular and overtime wages. Deductions from wages not provided for by the laws of the countries where goods are made, shall not be permitted without the express permission of the employee. Point of assembly facilities shall also maintain verifiable wages and hour records for each employee that contain the following: (a) name and job classification; (b) a general description of the work the worker performed each day and the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits); (c) the daily and weekly number of hours worked; (d) deductions made; and (e) actual wages paid.

i. **Just Cause Termination**

Point of assembly facilities shall not engage in any reprisal, coercion, intimidation or take any other adverse action against workers for filing complaints, giving evidence, or otherwise cooperating with monitoring, enforcement, remediation or other activity by the City of Portland or any other entity authorized by the City of Santa Fe to monitor or enforce obligations under this Code. Point of assembly facilities shall not terminate workers without just cause. Contractors shall provide for a mediation or grievance process to resolve workplace disputes. For production in the United States such disputes are limited to those not regulated by the National labor Relations Board.

2. **Health and Safety**

a. **Management of Health and Safety**

Workers will be provided with a safe and healthy work environment. Conditions in All work and residential facilities shall be safe, clean, and consistent with all Applicable laws and regulations regarding health and safety. The contractors and Their subcontractors shall provide written health and safety guidelines for employees In terms of equipment, training, management, and work practices in the local Language(s) of the employees.

3. **Cut and Run**

Contractors, subcontractors including point of assembly facilities shall not shut down or Reduce orders to a point of assembly facility in order to deny workers any right or standard Protected by this code, or to otherwise avoid complying with this code, including their right to freely associate.

---

RECEIPT OF ACKNOWLEDGEMENT BY BIDDER

---

DATE

This acknowledgement is part of the bid documents and shall be included with bid submittal. Non-receipt of acknowledgement by bidder in no way relieves bidder of obligation of compliance with any terms and conditions stated in the Code of Conduct and Code of Compliance.

**EXHIBIT C**

**PRIME BIDDERS FULL COMPLIANCE DECLARATION &  
VERIFICATION FORM**



**City of Santa Fe Sweatshop Free Procurement Policy  
Prime Bidders Full Compliance Declaration & Verification Form**

**Prime Bidder Information- *required***

Company Name: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of Oregon that the information provided on this form and required attachments (as indicated) is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Signature Date Printed Name

**Declaration of Full Compliance – *required***

Declaration of Full Compliance

By checking the above box you declare that, to the best of your knowledge, your operations and those of your supply chain partners (through point-of-assembly) utilized to supply uniforms/apparel to the City are in full compliance with the City’s Code Conduct for Apparel Bidders. **You also acknowledge that any changes in the terms of your compliance, including any modifications to your supply chain partners and/or locations, shall be submitted to the City of Santa Fe Purchasing office within 15 days of such changes taking place.** During the term of the contract, should the City discover that any of the information of declarations made on this form are false, the City may impose appropriate sanctions and/or remedies for breach contract.

**ATTACHMENTS**

**1. Process for verifying/monitoring compliance – *required***

Process for verifying/monitoring compliance is attached.

Attach a description of the processes you utilize to verify that your operations and those of your supply chain partners comply with the City’s Code of Conduct.

**2. Facilities Utilized in Providing Uniforms/Apparel to the City – *required***

Point-of-Assembly Factory Location Forms(s), Per manufacturer, is/are complete and attached.

Complete the Point-of-Assembly Factory Location Form(s). List all the point-of-assembly manufacturing facilities [per apparel manufacturer] utilized in supplying contract items to the City.

By checking the above box you declare that the facilities and contact information listed on the Point-of-Assembly Factory Location Form(s) are accurate at the time of bid award.

**EXHIBIT D**

**POINT-OF-ASSEMBLY FACTORY FORM**



**City of Santa Fe Sweatshop Free Procurement Policy  
Point-of-Assembly Factory Location Form (per brand owner)**

**INSTRUCTIONS**

**Prime Bidder:** Provide point-of-assembly factory locations for all major contract apparel items supplied to the City (shirts, pants, footwear, coats, outerwear, etc.). You do not need to provide factory locations where decorative items or component materials (e.g. fabric) are manufactured. Submit this form as an attachment to the Prime Bidder Full Compliance Declaration & Verification Form. You may also have this form directly filled out by your suppliers, but as the Prime Bidder with the City, you are responsible for collecting and submitting all applicable factory location information to the City. NOTE: although as the prime contractor you may fill out factory location information, a representative from the apparel manufacturer or brand owner must sign the form acknowledging their compliance with the City's sweatshop Free Policy for the items listed. Use one form per brand owner.

Prime Bidder Name:

\_\_\_\_\_ (entity that holds bid with the City of Santa Fe)

Name of Person Filling Out This Form: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Brand Owner Information & Authorized Signature**

Apparel Brand Owner Company Name: \_\_\_\_\_

Brand Owner Company Headquarters Address: \_\_\_\_\_

Street, City, State/Prov., Zip, Country : \_\_\_\_\_

Brand Owner Authorized Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

By signing this form you declare that, to the best of your knowledge, the point-of assembly factories utilized to supply your products to the City are listed below and are in full compliance with the City's Code of Conduct for Apparel Bidders. During the term of the bid, should the City discover that any of the information or declarations made on this form are false, the City reserves the right to inspect all evidence as deemed necessary. Evidence includes, but is not limited to, documentation, reports, and third party investigations.

**List the point-of-assembly factories utilized to supply the brand owner's products to the City on subsequent pages of this form.**



Prime Bidder Name: \_\_\_\_\_

Brand Owner Company Name: \_\_\_\_\_

1 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code, Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of contact: \_\_\_\_\_

Items provided from this Facility: \_\_\_\_\_

(reference specific **brand names and style numbers**)

2 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code, Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this Facility: \_\_\_\_\_

(reference specific **brand names and style numbers**)

3 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code, Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this Facility: \_\_\_\_\_

(reference specific **brand names and style numbers**)

**City of Santa Fe Sweatshop Free Procurement Policy  
Point-of-Assembly Factory Location Form (continued)**

Prime Bidder Name: \_\_\_\_\_

Brand Owner Company Name: \_\_\_\_\_

- 4 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code,Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this Facility: \_\_\_\_\_

**(reference specific brand names and style numbers)**

- 5 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code,Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this Facility: \_\_\_\_\_

**(reference specific brand names and style numbers)**

- 6 Prime Bidder Owned Facility  Brand Owner Owned Facility  Other Owner

Company Name (entity that owns the facility): \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City/District/State/Prov: \_\_\_\_\_

Facility Zip/Postal Code,Country: \_\_\_\_\_

Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this  
Facility: \_\_\_\_\_

**(reference specific brand names and style numbers)**

**EXHIBIT E**

**DELAYED COMPLIANCE AUTHORIZATION REQUEST FORM**



**City of Santa Fe Sweatshop Free Procurement Policy  
Delayed Compliance Authorization Request Form**

This form must be submitted by prime bidders seeking to enter into a contract with the City that need additional time for implementing compliance with the City’s Code of Conduct for Apparel, Bidders [“Code of Conduct”].

If a Prime Bidder is unable to be in full compliance by the time of contract award, the Prime Bidder shall provide a written Remediation Plan outlining specific steps it will take to come into full compliance within three months of contract award. Full compliance means that the Prime Bidder can declare that all of the Prime Bidders facilities and those of its supply chain partners providing contract apparel to the City (down to point-of-assembly) are in compliance with the City’s Code of Conduct. The Contract shall not be awarded until the Remediation Plan has been approved by the City.

**Prime Bidder Information**

Company Name: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

I declare under penalty of perjury under the laws of the City of Santa Fe that the information provided on this form is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Signature Date Printed Name

**Request for Delayed Compliance Authorization – required**

Requesting delayed compliance authorization

By checking the above boxes you declare that either your operations or those of your supply chain partners (through point-of assembly) utilized to supply uniforms/apparel to the City cannot be in compliance with the City’s Code of Conduct for Apparel Bidders by the time of contract award, but that you and your supply chain partners (point-of-assembly factory locations listed below) will be in compliance within three months after contract award following the implementation of the remediation plan submitted herein.

During the term of contract, should the City discover that any of the information or declarations made on this form and attached documentation are false, the City may impose appropriate sanctions and/or remedies for breach of contract.

**ATTACHMENTS**

**1. Remediation Plan - required**

Remediation Plan Attached

The attached remediation plan shall provide details as to the current elements of your operations or those of your supply chain partners utilized to supply uniforms/apparel to the City that are not in compliance with the City’s Code of Conduct (including locations of where such violations occur) and the specific actions that will be completed to remedy those violations. The plan shall also include a description of the process you currently have, or will have, in place to monitor compliance with the City’s Code of Conduct. The contract shall not be awarded until the Remediation Plan has been approved by the City.

**2. Facilities Utilized in Providing Uniforms/Apparel to the City - required**

Complete Point-of-Assembly Factory location information included

List all the point-of-assembly factories utilized in supplying contract items to the City. By Checking The above box you declare that the information listed herein is accurate at the time of submittal.

**City of Santa Fe Sweatshop Free Procurement Policy  
Delayed Compliance Authorization Request Form  
Prime Bidder and Supply Chain Partner Point-of-Assembly Factory Locations**

**INSTRUCTIONS**

**Prime Contractor:** Provide point-of-assembly factory locations for all major contract apparel items supplied to the City (shirts, pants, hats, footwear, coats, outerwear, etc.). You do not need to provide factory locations where decorative items or component materials (e.g. fabric) are manufactured. You may have factory locations directly filled out by your suppliers, but as the Prime Contractor with the City, you are responsible for collecting and submitting all applicable factory location information to the City.

**Prime Bidder Name:** \_\_\_\_\_  
(entity that holds bid with the City of Santa Fe)

**Facilities Utilized in Providing Uniforms/Apparel to the City**

- 1 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
  
- 2 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
  
- 3 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)

**City of Santa Fe Sweatshop Free Procurement Policy  
Delayed Compliance Authorization Request Form  
Prime Bidder and Supply Chain Partner Point-of-Assembly Factory Locations**

**INSTRUCTIONS**

**Prime Bidder:** Provide point-of-assembly factory locations for all major contract apparel items supplied to the City (shirts, pants, hats, footwear, coats, outerwear, etc.). You do not need to provide factory locations where decorative items or component materials (e.g. fabric) are manufactured. You may have factory locations directly filled out by your suppliers, but as the Prime Bidder with the City, you are responsible for collecting and submitting all applicable factory location information to the City.

**Prime Bidder Name:** \_\_\_\_\_  
(entity that holds bid with the City of Santa Fe)

**Facilities Utilized in Providing Uniforms/Apparel to the City**

- 4 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
- 5 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
- 6 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)

**City of Santa Fe Sweatshop Free Procurement Policy  
Delayed Compliance Authorization Request Form  
Prime Bidder and Supply Chain Partner Point-of-Assembly Factory Locations**

---

**INSTRUCTIONS**

**Prime Bidder:** Provide point-of-assembly factory locations for all major contract apparel items supplied to the City (shirts, pants, hats, footwear, coats, outerwear, etc.). You do not need to provide factory locations where decorative items or component materials (e.g. fabric) are manufactured. You may have factory locations directly filled out by your suppliers, but as the Prime Bidder with the City, you are responsible for collecting and submitting all applicable factory location information to the City.

**Prime Bidder Name:** \_\_\_\_\_  
(entity that holds bid with the City of Santa Fe)

---

**Facilities Utilized in Providing Uniforms/Apparel to the City**

- 7 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
- 8 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
- 9 Prime Bidder Owned Facility  Apparel Manufacturer Owned Facility  Other Owner   
Current Status of Compliance with the City's Code of Conduct: Compliant  Non Compliant   
Company Name (entity that owns the facility): \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility Street Address: \_\_\_\_\_  
Facility City/State/Country: \_\_\_\_\_  
Facility Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Spoken Language(s) of Contact: \_\_\_\_\_  
Items provided from this Facility: \_\_\_\_\_  
(reference specific product codes)
-

**EXHIBIT F**  
**PUBLIC COMPLAINT REGISTRATION FORM:**  
**NON-COMPLAINT BIDDER**





**City of Santa Fe Sweatshop Free Procurement Policy  
Public Complaint Registration Form: Non-Complaint Bidder**

Use this form to file a complaint with the City of Santa Fe Purchasing Office regarding a current City bidder that, based on substantial evidence, is suspected to be non-compliant with the City’s Code of Conduct For Apparel Bidders. Upon receipt of the complaint, the City will review the evidence, investigate the claims, and pursue remedial actions as applicable and in accordance with the City of Santa Fe Sweatshop Free Procurement Policy Administrative Rules. Complete information must be filed in order to register a complaint. (\*indicates a required field)

Return the completed form by mail to: City of Santa Fe Purchasing Office, Attn: Robert Rodarte, Purchasing Officer, 2651 Siringo Rd. Bldg. H, Santa Fe, NM 87505, or Email: [rrodarte@santafenm.gov](mailto:rrodarte@santafenm.gov) or [sarodriguez@santafenm.gov](mailto:sarodriguez@santafenm.gov)

**Complaint Information**

To the extent permitted by State law, the City will endeavor to maintain the confidentiality of all complainants requesting public anonymity who register a complaint.

Are you requesting your name and related identity information to remain confidential?\*

Yes                       No

Complaint Name:\* \_\_\_\_\_ Phone:\* \_\_\_\_\_

Street Address:\* \_\_\_\_\_

City/State/Country:\* \_\_\_\_\_

Email: \_\_\_\_\_

Spoken Language(s):\* \_\_\_\_\_

Affiliation (Union group, non-profit, Company, etc.):\* \_\_\_\_\_

**Alleged Non-Compliant City Contractor Information**

Company Name:\* \_\_\_\_\_

Facility Name:\* \_\_\_\_\_

Facility Street Address:\* \_\_\_\_\_

Facility City/State/Country:\* \_\_\_\_\_

Facility Contact person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Spoken Language(s) of Contact: \_\_\_\_\_

Items provided from this facility:\* \_\_\_\_\_

**Details of Alleged Non-Compliance\***

Provide details of the non-complaint actions committed by the named City Bidder. Include referenced to dates, patterns of reoccurrence, and any other specifics that help define the extent of the violations. Attach copies of evidence, as applicable (timesheets, written notices, etc.). Use additional space on the next page.

**Public Complaint Registration Form: Non-Complaint Contractor**

---

**Notice**

The City may seek reimbursement for any cost associated with investigating complaints if it is found to be in the City's best interest to do so.

---

**Details of Alleged non compliance (continued from previous page)**

