

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 02/25/15
ITEM FROM FINANCE COMMITTEE MEETING OF 02/16/15

ISSUE:

9. Bid No. 15/12/B – Microfilming Services and Professional Services Agreements for Land Use and City Clerk Departments; Portable Micrographics, Inc. (Yolanda Cortez and Carmelina Spears)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 15/12/B for microfilming services and professional services agreement for land use and city clerk departments with Portable Micrographics, Inc. in the amount of \$25,000 (Land Use) inclusive of gross receipts tax and \$15,000 (City Clerk) inclusive of gross receipts tax, annually for a four year period, in the approximate amount of \$160,000. Budget is available in Land Use and City Clerk Funds.

FUNDING SOURCE: 12072.510310 and 12007.561800

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

With direction to staff.

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: February 19, 2015

TO: City Council

VIA: Lisa Martinez  Land Use Director

FROM: Yolanda Cortez, Building Permit Division Director

RE: Award Bid # '15/12/B - Microfilming Services

ITEM

In response to Bid '15/12/B microfilming services, we have completed our review of two (2) proposals received and recommend the award of this bid to Portable Micrographics, Inc. This bid is for services to be rendered to the Land Use Department in the amount of \$25,000 and to the City Clerk for services to be rendered in the amount of \$15,000, inclusive of applicable gross receipts taxes.

BACKGROUND AND SUMMARY

In response to Councilor Maestas' request presented at the Finance Committee Meeting held on Monday, February 16, 2015, Optical Character Recognition (OCR) software is not included in Bid Request #15/12/B. A large percentage of construction documents to be converted to electronic images is handwritten and would not be recognized by OCR software. However, Portable Micrographics will provide this service at no additional cost if we decide to use OCR software as an additional searchable tool.

Currently, Adobe Reader software is used to search existing electronic documents related to construction permits using indexed searchable fields to include construction permit numbers and project addresses.

ACTION

Approval to award Bid '15/12/B to Portable Micrographics, Inc. for services identified in the scope of services.

cc: Yolanda Green, Finance Department Office Manager

City of Santa Fe, New Mexico

memo

DATE: February 9, 2015
TO: Finance Committee
FROM: Robert Rodarte, Officer
Purchasing Office *RR*
VIA: Oscar S. Rodriguez, Finance Director
Finance Department *OSR*
ISSUE: Award of Bid # '15/12/B
Microfilming Services

SUMMARY:

On December 22, 2015, two bids were received for the procurement of the above referenced service as follows:

	<u>Bid Amount</u>
Portable Micrographics, Inc., Albuquerque	
Total Bid Amount Items 1 - 12	\$ 99.40
Raycom Data Technologies, Inc., CA	
Total Bid Amount Items 1 -12	\$172.77

The using departments have reviewed the bid and recommends award of bid to Portable Micrographics, Inc., Albuquerque in the amount of \$25,000.00 for Land Use Department and \$15,000.00 for City Clerk annually for a four year period in the approximate amount of \$160,000.00.

Budget for the remainder of this FY is available in account number 12072.510310 (Land Use Administration – Service Contract) in the amount of \$37,851.00 and account number 12007.561800 (City Clerk – Records Management- Print/Publishing) in the amount of \$9,122.00. Budget will be available for each fiscal year in account number 12072.510310 and 12007.561800.

ACTION:

It is requested that this recommendation of award to Portable Micrographics Inc., Albuquerque in the total amount of \$40,000.00 annually for a four year term be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

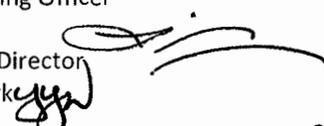
1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

City of Santa Fe, New Mexico

memo

DATE: January 29, 2015

TO: Robert Rodarte, Purchasing Officer

VIA: Lisa Martinez, Land Use Director
Yolanda Y. Vigil, City Clerk 

FROM: Yolanda Cortez, Building Permit Division Director 
Carmelina Spears, Records Management Specialist 

RE: Award Bid # '15/12/B - Microfilming Services

ITEM

In response to Bid '15/12/B microfilming services, we have completed our review of two (2) proposals received and recommend the award of this bid to Portable Micrographics, Inc. This bid is for services to be rendered to the Land Use Department in the amount of \$25,000 and to the City Clerk for services to be rendered in the amount of \$15,000, inclusive of applicable gross receipts taxes.

BACKGROUND AND SUMMARY

The request for bid for microfilming services was released on December 9, 2014, with a submittal deadline of December 22, 2014. Bids were reviewed from Raycom Data Technologies, Inc. and Portable Micrographics, Inc. Following review of these two (2) bids we recommend the award of this bid to Portable Micrographics, Inc. Portable Micrographics, Inc. submitted the lower bid for services required by the two (2) aforementioned departments.

The Land Use Department has sufficient funding for implementation of microfilming and electronic conversion services available in Service Contracts-Line Item 12072.510310. The City Clerk has sufficient funding for implementation of microfilming, duplicating and processing services in Printing and Publishing –Line Item 12007.561800.

Attached are the Professional Service Agreements, Certificates of Liability Insurance, Bid Requests and Summary of Contracts.

ACTION

Approval to award Bid '15/12/B to Portable Micrographics, Inc. for services identified in the scope of services.

cc: Yolanda Green, Finance Department Office Manager
Shirley Rodriguez, Procurement Analyst

Attachments: Professional Service Agreements
Certificates of Liability
Bid Requests – Bid #'15/12/B
Summary of Contracts

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 Portable Micrographics, 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, as set forth in more detail in Exhibit "A" attached hereto and incorporated herein by reference.

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 twenty five thousand dollars (\$25,000), inclusive of applicable gross receipts taxes and more particularly described in Exhibit "A" attached hereto.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2015 unless sooner pursuant to Article 6 below. The term of this agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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) 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.

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:
Land Use Department
Building Permit Division
200 Lincoln Ave.
Santa Fe, NM 87501

Contractor:
Portable Micrographics, Inc.
2415 Princeton NE Site K
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:
Portable Micrographics, Inc.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS # 02489665009
City of Santa Fe Business
Registration # 14-00105967

ATTEST:

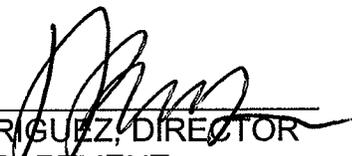
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 2/5/15

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:



OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit Line Item
12072.510310



PORTABLE MICROGRAPHICS, INC.
Microfilm & Imaging Services

February 4, 2015

Yolanda Cortez
Building Permit Div. Director
Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87504-0909

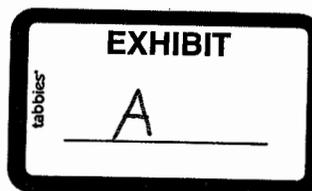
Thank you for your interest in our services. The following is pricing for the conversion of permit files. The following is the work flow and per image pricing for microfilming, conversion of the film to PDF format and indexing the files using your existing naming convention.

Workflow:

- Pick up the permit files and transport to our facility in Albuquerque
- Prepare the paper documents for microfilming (remove the files from the folder clips, remove any staples, tape down any small loose papers and unfold any oversize drawings)
- Microfilm all 11" X 17" documents on 16mm microfilm and all larger documents on 35mm microfilm
- Convert all microfilm to PDF images and name them using your naming convention
- Save the completed indexed images to a DVD or portable hard drive
- Deliver the completed job back to the City of Santa Fe Office

Pricing:

- Document preparation of files will be charges at \$ 15.00 per hour
- Microfilming documents up to 11" X 17" will be charges at \$ 0.035 per page
- Microfilming documents larger than 11" X 17" will be charges at \$.65 per page
- Conversion of 16mm and 35mm microfilm to pdf image and naming of the file will be charged at \$.065 per image



All microfilming will meet New Mexico State Archives Standards and all microfilm produced will be submitted to New Mexico State Archives for inspection and storage.

All above items are subject to New Mexico Gross Receipts Tax which is currently 8.1875%.

The estimated turn around time on the paper files will be 4-6 weeks per year of records converted. If you need any of the files while we are working on them, please let us know and they will be scanned and emailed to you.

If you have any further questions please contact me at 877-881-4665 office or 505-228-2808 cell.

Sincerely,

John Pinkston

John Pinkston

93 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
45 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
IR insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 34 SBA IR4593 SC

SPECTRUM POLICY DECLARATIONS ORIGINAL

Named Insured and Mailing Address: PORTABLE MICROGRAPHICS, INC.
(No., Street, Town, State, Zip Code)

2415 PRINCETON DR NE STE K
ALBUQUERQUE NM 87107

Policy Period: From 03/01/14 To 03/01/15 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: ASSOCIATED INS PROFESSIONALS INC
Code: 350990

Previous Policy Number: 34 SBA IR4593

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$532

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by

C.M. 17
Authorized Representative

Date

00150

*0100234IR45930115



SPECTRUM POLICY DECLARATIONS (Continued)
POLICY NUMBER: 34 SBA IR4593

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 03012010	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

CYBERFLEX COVERAGE
FORM SS 40 26

*0100234IR45930115 00152





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

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

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

2 Name of Contractor Portable Micrographics

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$25,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Microfilming Services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Request for Bid #15-12-B/ Microfilming Services _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Land Use Dept. _____ BU/Line Item: 12072.51031

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Amanda Encinias
Phone # 505-955-6122

10 Certificate of Insurance attached. (if original Contract)

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Large empty rectangular box for comments.

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 Portable Micrographics, 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, as set forth in more in Exhibit "A" attached hereto and incorporated herein by reference.

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 fifteen thousand (\$15,000.00), inclusive of applicable gross receipts taxes and more particularly described in Exhibit "A" attached hereto.

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 and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted.

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 terminate on June 30, 2015, unless sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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) 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.

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 the 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 contract.

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:
Records & Archives Center
Records Management Specialist
Attn: Carmelina Spears
200 Lincoln Avenue
Santa Fe, NM 87504

Contractor:
Portable Micrographics, Inc.
2415 Princeton NE Suite K
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:
Portable Micrographics, Inc.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS # 02489665009
City of Santa Fe Business
Registration # 14-00105967

ATTEST:

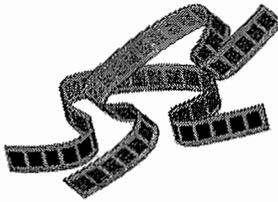
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADAM 2/5/15
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OR
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT
12007.561800



PORTABLE MICROGRAPHICS, INC.
Microfilm & Imaging Services

February 4, 2015

Carmelina Spears
City of Santa Fe

- Microfilming Engineering Drawings onto 35mm microfilm \$.65 per image with a minimum/maximum of 500 - 550 pages per roll, more than 6 rolls (or 3,000 Engineering Drawings) there will not be a pick up fee
- Pick up or delivery of completed work to the City of Santa Fe is \$60.00 per trip, if we have other pick-ups and deliveries this fee may be waived
- Processing 16mm x 100 ft microfilm - \$9.25 per roll, includes an inspection sheet with density and resolution reading for start and end of roll
- Duplicating 16mm X 100 ft microfilm - \$11.00 per roll
- Processing 35mm x 100 ft microfilm - \$13.75 per roll, includes an inspection sheet with density and resolution reading for start and end of roll
- Duplicating 35mm x 100 ft microfilm - \$28.00 per roll
- Mail costs for processed and duplicated microfilm (3 - 8 rolls) to the City of Santa Fe is \$20.00 per shipment, if we are making a trip to Santa Fe to pick-up or deliver other items we will deliver the microfilm and waive the mailing cost
- Upon public request Portable Micrographics will scan and e-mail up to 5 pages of e-size drawings to the City of Santa Fe at no charge, each additional page will be charged at \$ 1.00 per drawing

In the case of processing and duplicating of microfilm the turnaround time will depend on the quantity if there are 20 rolls or less the turnaround time will be 3 days or less (Monday-Friday).

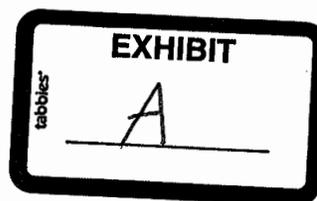
All above items are subject to New Mexico Gross Receipts Tax which is currently 8.1875%.

If you have any further questions, please contact me at 877-881-4665 office or 505-228-2808 cell.

Sincerely,

John Pinkston

John Pinkston
Portable Micrographics, Inc.
www.portablemicrographics.com
1-877-881-4665 office
1-505-228-2808 cell
2415 Princeton NE Suite K
Albuquerque, NM 87107



93 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
45 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
IR insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 34 SBA IR4593 SC

SPECTRUM POLICY DECLARATIONS ORIGINAL

Named Insured and Mailing Address: PORTABLE MICROGRAPHICS, INC.
(No., Street, Town, State, Zip Code)
2415 PRINCETON DR NE STE K
ALBUQUERQUE NM 87107

Policy Period: From 03/01/14 To 03/01/15 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: ASSOCIATED INS PROFESSIONALS INC
Code: 350990

Previous Policy Number: 34 SBA IR4593

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$532
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by

C.M.I.
Authorized Representative

Date

00150
*0100234IR45930115



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA IR4593

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 03012010	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**CYBERFLEX COVERAGE
FORM SS 40 26**

00152

*0100234IR45930115





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

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

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

2 Name of Contractor Portable Micrographic, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$15,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Microfilming of building drawings, city documents and to process/duplicate both 35mm and 16mm microfilm

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Print/Publishing BU/Line Item: 12007.5618

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Carmelina Spears
Phone # 955-6566

10 Certificate of Insurance attached. (if original Contract)

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Large empty rectangular box for comments.