

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/09/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/15

ISSUE:

13. Request for Approval of Exempt Procurement – Maintenance for Turnkey Hardware and Software Systems for Santa Fe Public Library; Innovative Interfaces, Inc. (Patricia Hodapp)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 12029.520300

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

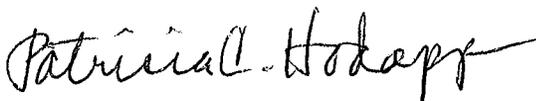
City of Santa Fe, New Mexico

memo

DATE: July 31, 2015

TO: Finance Committee

FROM: Patricia Hodapp
Library Director



VIA: Robert Rodarte, Officer
Purchasing Division

ISSUE: Annual Maintenance of Library System:
Contract #:23290-23293
Vendor: Innovative Interfaces, Inc

SUMMARY:

The Library Division is requesting approval for ITT to purchase the annual maintenance for the Library's Integrated Library System (ILS) from the aforementioned, ongoing contract. The service contract for 2015-16 is projected to exceed the \$50,000 allowable threshold for the year ending 6/30/2016.

Vendor:	Year	Amount
Innovative Interfaces Inc.	2015/16	\$60,468.00
	2014/15	\$58,428.00 actual
	2013/14	\$56,448.00 actual
	2012/13	\$54,540.00 actual

By City policy, procurement from State or Federal Price Agreements and contracts over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

ACTION:

It is requested that this procurement for the annual maintenance of the Library's Integrated Library System from the aforementioned contract, in the amount of \$60,468.00 be reviewed, approved and submitted to the City Council for its consideration.

City of Santa Fe, New Mexico

memo

DATE: July 20, 2015

TO: Robert Rodarte, Purchasing Director ✓

FROM: Patricia Hodapp, Library Division Director

Patricia C. Hodapp

RE: Exempt Procurement Vendor – Innovative Interfaces Incorporated

BACKGROUND

Innovative Interfaces Incorporated (III) is the exempt procurement provider of maintenance for the Library's turnkey hardware and software systems. Santa Fe Public Library went live on a turnkey system in November of 2000. When the original contract was signed with the City of Santa Fe the parties agreed that the III system would remain under III maintenance as defined by Appendix D of that contract and that regular payments would be made to III for that service. The City Information Technology Division does not maintain any part of the III system. Since III is the sole provider of the maintenance on the III turnkey system they are the only source for this service. The Santa Fe Public Library has continued to contract with III to maintain the Integrated Library System in a turnkey environment since it went live. The following list indicates some of the services provided by III through the Maintenance Agreement.

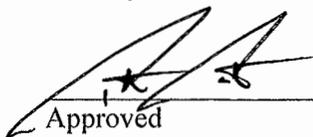
- Protect library data from hardware and operating system failure
- Maintain hardware (server) and software
- Provide support services 24 hours a day 7 days a week
- Troubleshoot all problems – hardware and software
- Maintain integrity of database

ACTION REQUESTED

Please approve this request recognizing III as an exempt procurement vendor.

Should you have any questions please call Margret Baca at ext. 6786.

Thank you.

 Approved

7/27/15

Date

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Innovative Interfaces Inc.

Procurement Title: Annual maintenance of Library System

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member: Patricia Hodapp / Library Director *Patricia C. Hodapp*

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Margret Baca / Library Technical Services Director

Department Rep Printed Name and Title

Margret Baca

Department Rep Signature attesting that all information included

Truley Rodriguez

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included



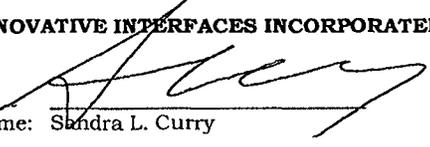
HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The initial term of this Agreement is for the period **July 1, 2015 through June 30, 2016 at \$60,468.00¹** per annum¹, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than 30 days prior to the increase going into effect.
- e) If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "**Overdue Amount**") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.
- f) The Library must provide direct network internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- g) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- h) If the Library adds or upgrades any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- i) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its good faith efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- j) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- k) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- l) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- m) The Software shall be operated as the exclusive application on the purchased Hardware
- n) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative must be notified 90 days prior to the annual maintenance renewal date.
- o) Assignment: This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Agreement to affiliates and successors in interest upon written notice of any such assignment to the other Party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

¹ This amount excludes taxes. The Library will be responsible for all applicable taxes.

- p) This Agreement has been prepared in English, and the English version thereof shall prevail and be binding even though a translation may also be prepared.

INNOVATIVE INTERFACES INCORPORATED

By: 
Name: Sandra L. Curry

Title: CFO

Date: 7/23/15

CITY OF SANTA FE:

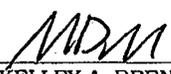
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 8/13

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

CITY OF SANTA FE(Library) and INNOVATIVE INTERFACES, INC. ADDENDUM

APPROPRIATIONS

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

CITY OF SANTA FE:

INNOVATIVE INTERFACES, INC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE: _____

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

DATE: 8/13/15

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

DATE: _____



**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 Innovative Interfaces Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$60,468.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Innovative Interfaces Incorporated Annual Hardware and Software Maintenance Agreement.

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 Exempt Procurement: Innovative Interfaces Incorporated 7/120/15

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

7 **Funding Source:** General Fund **BU/Line Item:** 12029.520300

8 **Any out-of-the ordinary or unusual issues or concerns:**
This is a maintenance agreement with an exempt procurement vendor.
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Margret Baca
Phone # 955-6786

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:



CERTIFICATE OF LIABILITY INSURANCE

10/1/2015

DATE (MM/DD/YYYY)

7/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1372071 Innovative Interfaces, Inc. 5850 Shellmound Way Emeryville CA 94608	INSURER A: StarNet Insurance Company NAIC # 40045	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES 1084520 **CERTIFICATE NUMBER:** 13601456 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	TCP 7003344-11	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Santa Fe is additional insured on the captioned General Liability in reference to the Maintenance Renewal Agreement effective 7/1/15.

CERTIFICATE HOLDER
 13601456
 City of Santa Fe
CANCELLATION See Attachment

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

AUTHORIZED REPR

rights reserved.

POLICY NUMBER: TCP 7003344-11
LIABILITY

COMMERCIAL GENERAL

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

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