

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/24/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015

ISSUE:			
16. Request for Approval of Professional Services Agreement – Enterprise Resource Planning System (ERP) Solution Selection and Consulting Services for City of Santa Fe (RFP #15/18/P); BerryDunn. (Renee Martinez)			
FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM			
FUNDING SOURCE: 32784.510300			
SPECIAL CONDITIONS OR AMENDMENTS			
STAFF FOLLOW-UP:			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/15/2015

City of Santa Fe, New Mexico

memo

DATE: May 29, 2015

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Director 

VIA: Renée Martínez - ITT Department Director 

ISSUE: Award of Request for Proposal # '15/18/P to BerryDunn for ERP Solution Selection and Consulting Services

BACKGROUND:

The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne. The system was implemented in 2008 and supports basic financial and human resource activities and processes. The current system is limited in its ability to support the evolving business requirements of the City, as it was designed for the manufacturing sector and not the local government sector. The City is planning to replace the current system with a more suitable and capable solution and is seeking the professional services of an experienced and highly qualified ERP solution selection and consulting services firm to assist City staff:

- Conduct a formal business process review for a new ERP system
- Develop written requirements for a new ERP system that represent City needs
- Write an RFP for ERP software and implementation services
- Evaluate proposals submitted in response to the RFP
- Select and acquire ERP software and implementation services
- Develop an initial high-level ERP system deployment plan including processes, resources, costs and implementation tasks
- Develop a formal training plan, knowledge transfer plan and organizational change management plan associated with the implementation of a new ERP system

SUMMARY:

On January 27, 2015 the ITT Department, Purchasing Division and Finance Department issued RFP #15/18/P for Enterprise Resource Planning (ERP) Solution Selection and Consulting Services. Proposals were due on February 27, 2015. The City received nine (9) proposals and selected two (2) finalists.

RFP Submittals (Finalists)	BerryDunn	Plante Moran
Chuck Bear	715	690
Renee Martinez	695	685
Melinda Jagles-Moquino	715	600
Caryn Fiorina	685	660
Vicki Gage	715	720
Total	3,525	3,355

The evaluation criteria consisted of organization and personnel qualifications (30%); ERP project experience and qualifications (30%); ERP project approach (30%); and cost proposal (40%). The proposals were reviewed and evaluated by Robert Rodarte, Purchasing, and Renée Martínez, ITT.

The evaluation committee comprised of: Renée Martínez (ITT), Caryn Fiorina (ITT), Vicki Gage (Human Resources), Melinda Jagles –Moquino (Human Resources) and Chuck Bear (Finance) reviewed and scored the proposals and finalist interviews and recommends award to BerryDunn in the amount of \$110,160 for a one-time project with an approximate duration of 9 months.

BUDGET: BUSINESS UNIT 32784, ACCOUNT 510300. AMOUNT \$110,160 excluding NMGR

ACTION:

It is requested that this recommendation of award to BerryDunn, in the amount of \$110,160 (one-time) be reviewed, approved and submitted to the City Council for its consideration.

A Professional Services Agreement has been prepared and accepted by the contractor and will be fully executed once approved by the Finance Committee and City Council.

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: BerryDunn

Procurement Title: ERP Solution Selection & Consulting Services

Solicitation RFP#: 15/18/P

Department Requesting/Staff Member ITT Department/Renée Martínez

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 checked="" type="checkbox"/> | <input type="checkbox"/> | Tabulation Evaluation score sheet |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract or Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | * Current Business Registration and CRS numbers on contract or agreement <i>*This is an out of state company that has not done work in the City or State prior. Once all approvals are obtained, the company will obtain the license and register with the State</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Other: <u>RFP - 15/18/P</u> |

Renée Martínez / ITT Department Director
 Department Rep Printed Name and Title

Renée Martínez 5/29/2015
 Department Rep Signature attesting that all information included

[Signature] 5/30/15
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final RFP Document |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copies of all RFP submittals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Complete evaluation score sheets |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |

*

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractor Disclosures & Conflicts of Interest |
| | | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| | | Contractor –Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| | | Subcontractor Disclosures |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| | | Subcontractor –Conflicts of Interest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: <u>After Approval</u> |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

*

EVALUATION SCORES
ERP Solution Selection and Consulting Services
'15/18/P

Written Evaluation

RFP Submittals	Berry Dunn	Chrysalls Government Solutions	Coeur Business Group	Davis Innovations	Panorama Government Solutions	Plante Moran	Schafer Consulting	Soft Resources LLC	Zco Consulting LLC
Chuck Bear	539	497	270	270	270	589	390	420	510
Renée Martínez	524	377	255	150	190	509	330	345	450
Melinda Jagles-Moquino	569	467	390	420	420	619	420	420	720
Caryn Fiorina	569	497	180	270	300	559	150	300	540
Vicki Gage	539	467	270	240	270	589	390	420	510
Total	2740	2305	1365	1350	1450	2865	1680	1905	2730

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 BerryDunn (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 to the City as represented in their proposal to the City in response to RFP #15/18/P:

- A. To coordinate and conduct a formal business process review for a new ERP solution.
- B. To assist the City to develop written requirements for a new ERP solution.
- C. To assist the City to develop an RFP for a new ERP solution.
- D. To assist the City to evaluate and select a new ERP solution.
- E. To assist the City to negotiate an agreement for a new ERP solution along with implementation services.
- F. To assist the City to develop an ERP system deployment plan including processes, resources, costs and implementation tasks.
- G. To develop a formal training plan, knowledge transfer plan and organizational change management plan associated with the implementation of a new ERP solution.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred ten thousand one hundred sixty dollars (\$110,160), exclusive of applicable gross receipts taxes.

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, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

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

the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

City.

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:	Renee Martinez	Contractor:	Chad Snow, Principal
	ITT Department Director		Berry Dunn
	2651 Siringo Rd Bldg F		100 Middle Street
	Santa Fe, NM 87505		Portland ME 04101
	505 955 5595 office		207 541 2294 ext 3048
	rjmartinez@ci.santa-fe.nm.us		cssnow@berrydunn.com

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

CITY OF SANTA FE:

CONTRACTOR:
BERRY DUNN

JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN 5/29
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

32784:510300
Business Unit Line Item



**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 BerryDunn

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$110,160.00

Termination Date: December 31, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Enterprise Resource Planning (ERP) System Selection & Consulting Services

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ 0

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 \$ 110,160.00 of original Contract# _____ Termination Date: 12/31/2016

Reason: Enterprise Resource Planning (ERP) System Selection & Consulting Services

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$110,160



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

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

RFP# 15/18/P Date: January 27, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 **Funding Source:** ITT CIP **BU/Line Item:** 32784: 510300

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:** Renee Martinez
Phone # x5565

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

BERRDUN-03

RRUMPF

DATE (MM/DD/YYYY)

6/28/2015

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 Clark Insurance 2385 Congress Street Portland, ME 04104	CONTACT NAME: PHONE (A/C, No., Ext.): (207) 774-6257 E-MAIL: info@clarkinsurance.com ADDRESS:	FAX (A/C, No.): (207) 774-2994
	INSURER(S) AFFORDING COVERAGE	
INSURED Berry Dunn McNeil & Parker LLC PO Box 1100 Portland, ME 04104	INSURER A: Liberty Mutual Insurance Company	NAIC # 23043
	INSURER B: Netherlands	24171
	INSURER C: Peerless Insurance	24198
	INSURER D: Maine Employers Mutual	11149
	INSURER E: Underwriters at Lloyd's London	
	INSURER F: Travelers Insurance	39357

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	COVR HYD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			CBP8984214	04/30/2015	04/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8427467	04/30/2015	04/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9714498	04/30/2015	04/30/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	5101800149	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Risk			ESD02109071	02/22/2015	04/30/2016	2,000,000
F	Crime			105808076	04/30/2014	04/30/2017	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Santa Fe is included as additional insured in regards to general liability as required by written contract. 30 day notice of cancellation except in the event of non payment which will be 10 days.

CERTIFICATE HOLDER City of Santa Fe 2651 Siringo Rd., Bldg F Santa Fe, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE