

City of Santa Fe, New Mexico

memo

DATE: October 10, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office 

VIA: Teresita Garcia, Assistant Director
Finance Department 

ISSUE: Award of Request for Proposal # '15/08/P
Santa Fe Library Courier Service

SUMMARY:

On September 18, 2014, three proposals were received for the above referenced service as follows:

	Evaluation Score Written	Local Preference
Creative Couriers LLC, Santa Fe	1660	1826
Thunderbird Express, Inc., Santa Fe	1620	1782
STAT Courier Service Inc., MO	1480	

The evaluation criteria consisted of compliance to specification/performance (40%); overall qualifications of applicant (20%); company experience (20%); and cost proposal (20%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Margaret Baca and David Larkin, Library and Edith Martinez, Community Services.

The using department has reviewed the proposals and recommends award to Creative Courier LLC, Santa Fe, in the amount of \$16,539.64 annually for a four year period.

Budget for this fiscal year is available in account number 12101.510310 (Community Services – Library – Service Contracts) in the amount of \$38,251.00. Budget in the amount of \$16,539.64 will be established for each following fiscal year.

ACTION:

It is requested that this recommendation of award to Creative Couriers LLC, Santa Fe, in the amount of \$16,539.64 annually be reviewed, approved and submitted to the City Council for its consideration.

EVALUATION SCORES

SANTA FE PUBLIC LIBRARY COURIER SERVICE

'15/08/P

Written Evaluation

RFP Submittals	Creative Couriers LLC	Thunderbird Express, Inc.	STAT Courier Service Inc.
Robert Rodarte	400	400	380
Margaret Baca	420	400	320
David Larkin	420	420	380
Edith Martinez	420	400	400
Total	1660	1620	1480
Local Preference	1826	1782	

City of Santa Fe, New Mexico

memo

Date: September 22, 2014

To: Finance Committee

Via: Robert Rodarte, Purchasing Director

Isaac J. Pino, Community Services Department Director

From: Patricia Hodapp, Library Division Director

Re: Procurement of Courier Service for the Library/Approval of PSA and spending over \$50,000

BACKGROUND

The Library requires a courier for its materials' transfer between branches. After going through a Request for Proposals process, Creative Couriers came out as the preferred vendor. The PSA is renewable once a year for a four-year term.

Vendor	Year	Amount
Creative Couriers	2014/15	\$16,539.64
	2015/16	\$16,539.64
	2016/17	\$16,539.64
	2017/18	\$16,539.64

The Library courier service is essential for transporting hundreds of thousands of items in approximately 19,500 crates per year among the three library branches. Because of this service, Library items can be picked up and returned to the branch most convenient for Library patrons and new items can be sent out to the branches. In addition to this convenience, City Council has sought to enhance 'green' efforts and this service reduces the need for patrons to drive excess miles to pick up or drop off library items all over town thereby reducing traffic congestion and emissions within the City.

ACTION REQUESTED

Procurement rules require Council approval for cumulative expenditures over \$50,000 to a single vendor off of cooperative price agreements. Please consider this request and recommend Council approval for the Library Division to exceed expenditures of \$50,000 with the vendor listed above. Sufficient funds have been budgeted in the Professional Contract line (12101.510310) for FY14/15.

If you need additional information, please call David Larkins at ext. 6787.

Cc: David Larkins

Attachments: RFP Packet #15/08/P

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 Creative Couriers courier service (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Early morning weekday pickup and delivery of library materials at the three public library facilities. Library materials will be placed in plastic crates with handle grips or cardboard boxes averaging 23 lbs. when filled. The average number of crates per week is approximately 375 (25 crates per branch per weekday). The Contractor is responsible for providing adequate cover of transported materials sufficient to protect from inclement weather and other environmental hazards. Material may not be moved among crates. The destination of each crate will be clearly marked:

(1) Main Library, 145 Washington Ave., Santa Fe, NM.

(2) Oliver La Farge Branch Library, 1730 Llano, Santa Fe, NM.

(3) Southside Branch Library, 6599 Jaguar Drive,
Santa Fe, NM.

B. Three-times-a-week delivery (Tue., Wed., Fri.) of outgoing interlibrary loan materials from the Main Library to the City Hall Mailroom located at 200 Lincoln Avenue, Santa Fe, NM. (6-8 mail bins.)

C. Biweekly delivery of City payroll checks every other Friday (alternate day for Friday holidays) to the La Farge and Southside Branch Libraries no later than noon. Paychecks must be picked up at the Main Library, 145 Washington Ave., Santa Fe, NM, when called, generally by 10:30 a.m. (There may also be occasions where we need to call for a special delivery of this route for time sensitive materials.)

D. Delivery personnel must be bonded, able to make payroll deliveries and deliver to buildings outside open hours. Library staff will provide the necessary key(s) to enter the libraries outside of regular operating hours.

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 \$16,539.64 per year, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at the following rates:

(1) Weekday pickup and delivery of all library materials at the three public library facilities:	\$54.09/day
(2) Three times per week delivery of outgoing interlibrary Loan materials from the Main Library to the City Hall Mailroom	\$8.66/delivery
(3) Payroll deliveries every other Friday	\$43.28/delivery

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.

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, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon ten (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) If compensation is not based upon hourly rates for services rendered, 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, then 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 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:
Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

Contractor:
Creative Couriers LLC
218 W. Houghton
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
Creative Couriers, LLC

BRIAN K. SNYDER, CITY MANAGER

[Signature] owner
NAME & TITLE

DATE: _____

DATE: 9/23/14

CRS #03-101225-00-6
City of Santa Fe
Business Registration #
14-00016717

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

[Signature] 8/18/14
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCE DIRECTOR

September 13th, 2014

Creative Couriers llc
Andy Otterstrom
218 W Houghton
Santa Fe NM, 87505
(505) 902-6370

Andy Otterstrom (Owner)

Signature:



9/16/2014

Work related Contacts:

Skip Witson ,
Green Fire Times Publisher
P.O. Box 5588
Santa Fe NM, 87502
(505) 660-0704

Suzan Crow,
Sales for Discovery maps and Santa Fe Catalouges.
(505) 603-0933

Cynthia Canyon,
Publisher for Trend magazine
P.O Box 1951
Santa Fe NM, 87504
(505)470-6442

Background:

Personally I have been working in the delivery industry for 12 years. Creative Couriers has been in operation since 2007 here in Santa Fe.

Experience and qualifications of Creative Couriers:

Working for the Library for 4 years with a basic perfect record of service.

Work relationships with similar scope:

Large scale deliveries on daily basis to Hotels, Visitor centers, Restaurants, Galleries, and retail stores. This would include picking up 300 to 400 pounds of magazines in boxes weighing 30 pounds apiece daily. While distributing them to locations around Santa Fe where needed. The publications are Trend Magazine, Santa Fe Catalogues, and Discovery maps., among others.

Daily mail delivery for New Mexico Municipal league, with bulk mailings that can weigh up to 200 pounds.

Indication of Ability to perform this contract in a timely and effective manner.

Doing this job effectively means being reliable. The pressure put on the library staff to get the books checked in, and back into recirculation before the library opens can be a demanding task. The job of the courier to get the books delivered by 8 am is very important for the day to run smooth. On a daily basis this job would start at 6:20 am leaving ample amount of time to return to the main library by time started. In my efforts to create a reliable service Creative has multiple forms of transportation in the affect that one would spot functioning. The truck used for this job is basically used exclusively for that purpose limiting the chances of breakdown and basic wear and tear. In the event of my absence Creative Couriers has par-time substitute workers that would be able to perform this job. I have read the contract fully and understand the terms and will comply with the conditions set forth in this RFP, if awarded the contract.

PROPOSAL SCHEDULE

RFP # '15/08/P

1. Advertisement August 27, 2014
2. Issuance of RFP'S: August 27, 2014
3. Receipt of proposals:
September 18, 2014 at 2:00 p.m.
local prevailing time.
Purchasing Office 2651
Siringo Road Bldg., "H"
Santa Fe, New Mexico
87505 (505) 955-5711
4. Evaluation of proposals: September 22, 2014
5. Recommendation of award
to Finance Committee: September 29, 2014
6. Recommendation of award
to City Council: October 8, 2014

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



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

Official Document
Please Post

Business Name: **CREATIVE COURIERS LLC**

Location: **218 W HOUGHTON ST**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment:

Control Number: 0051813

License Number: 14-00016717

Issue Date September 03, 2014

Expiration Date December 31, 2014

CREATIVE COURIERS LLC
PO BOX 9510

SANTA FE NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

Commercial Certificate of Insurance



FARMERS

Agency • Farmers Insurance Group of Companies
 Name • Alex S Gabaldon
 & • 6001 Jaguar Dr Unit 102 Suite E
 Address • Santa Fe, NM 87507

Issue Date (MM/DD/YY) 01/14/2013

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 16 Dist. 12 Agent 339

Companies Providing Coverage:

Insured
 Name • ANDREW OTTERSTROM
 & • DBA: CREATIVE COURIERS LLC
 Address • 218 WEST THOUGHTON
 • SANTA FE NM 87505

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D Atain Insurance Company
Letter

Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D	<input checked="" type="checkbox"/> General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	CIP95506	01/09/2014	01/09/2015	General Aggregate Products-Comp/OPS Aggregate	\$ 2,000,000 \$ 1,000,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ \$ \$ \$ \$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

Description of Operations/Vehicles/Restrictions/Special items:

Courier; Auto and Bicycle deliveries.

Certificate Holder

Name • CITY OF SANTA FE
 • SANTA FE, NM 87501
 & •
 Address •

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

 Authorized Representative

RESIDENT VETERANS PREFERENCE CERTIFICATION

Andy Osterman (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

< I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

< I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

< I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

[Signature]
(Signature of Business Representative)*

9/16/2014
(Date)

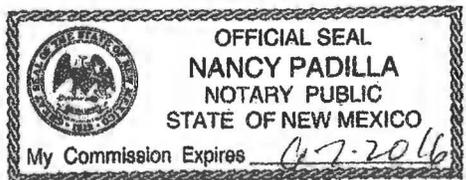
*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS 16 DAY OF September, 2014

Nancy Padilla
NOTARY PUBLIC

My Commission Expires: 6-7-2016



LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: 15/08/P

Business Name: Creative Carriers LLC

Principal Office: 218 W Houghton Santa Fe NM 87505
Street Address City State Zip Code

City of Santa Fe Business License # 14-00016717 (Attach Copy to this Form)

Date Principal Office was established: 2012 (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

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

Signature of Authorized Individual: [Signature]

Printed Name: Andy Osterstrom

Title: owner Date: 9/16/2014

Subscribed and sworn before me by Andrew Osterstrom this 16 day of September 2014

My commission expires 07-2016 Nancy Padilla
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

