



# City of Santa Fe, New Mexico

# memo

**DATE:** July 20, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division 

**VIA:** Teresita Garcia, Assistant Finance Director  
Finance Department 

**ISSUE:** Award of Request for Proposal # '14/37/P  
DWI School Facilitator

**SUMMARY:**

On May 9, 2014, one proposal was received for the above referenced services as follows:

	<b>Interview Score</b>
<b>Kathleen Lawicki dba DWI School, LLC, Santa Fe</b>	<b>2350</b>

The evaluation criteria consisted of cost (40%); knowledge and experience (40%); and compliance with all submittal requirements (20%). The proposal was reviewed and evaluated by Nancy Jimenez, Dale Lettenberger, and Laura Vigil, Police.

The using department has reviewed the proposal and recommends award to Kathleen Lawicki dba DWI School, LLC, Santa Fe in the total amount of \$139,173.32 for a four year term.

Budget will be available in account number 22205.510250 (Police – DWI School – Compliance Contracts) for each fiscal year.

**ACTION:**

It is requested that this recommendation of award to Kathleen Lawicki dba DWI School, LLC, Santa Fe, in the total amount of \$139,173.32 for a four year term, be reviewed, approved and submitted to the City Council for its consideration.

**Attachment(s):**

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of tabulation score sheet.

**EVALUATION SCORES**

**'14/37/P**

**DWI SCHOOL FACILITATOR**

**Written Evaluation**

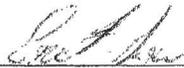
<b>Evaluation Committee</b>	<b>Kathleen Lawicki dba DWI School, LLC</b>
<b>Nancy Jimenez</b>	<b>500</b>
<b>Dale Lettenberger</b>	<b>500</b>
<b>Laura Vigil</b>	<b>500</b>
<b>Total Score</b>	<b>1500</b>

# City of Santa Fe, New Mexico

# memo

**DATE:** July 16, 2014

**TO:** Robert Rodarte, Purchasing Director  
Purchasing Department

**VIA:**   
Eric F. Garcia, Police Chief

**FROM:** Laura A. Vigil, Accounting Supervisor  
Police Department 

**ITEM AND ISSUE:**

Selection award for RFP# '14/37/P - DWI School Facilitator

**BACKGROUND AND SUMMARY:**

This memo is to request that your office submit, to the Finance Committee, for approval the attached four year (4 year) Professional Services Agreement for Kathleen Lawicki d/b/a Santa Fe DWI School, LLC in the amount \$139,173.32.

Ms. Lawicki was the only candidate who replied to this RFP and was interviewed on Wednesday, June 11, 2014. Annual payments to the contractor include \$30,113.30 inclusive of applicable gross receipts tax for monthly DWI School instruction and \$4,680 for facility rental annually. Attached is also the approved memo for a waiver of insurance requirements, Section 12 of the Professional Services Agreement.

**REQUESTED ACTION:**

Your handling of this request is greatly appreciated.

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 DWI School LLC (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:

- A. Render Driving While Intoxicated (DWI) Rehabilitation School in accordance with N.M. Stat. Ann. Section 66-8-102(E) (1994 Repl. Pamph) of the New Mexico motor vehicle laws and the Department of Transportation.
- B. Render Driving While Intoxicated (DWI) classes, as needed.
- C. Pick up student registration forms from City Police Department and mail student notification letters to attend classes.
- D. Submit written documentation to the City, as required by the Traffic Safety Bureau. Such documentation shall include: class rosters (student compliance/non-compliance), rosters of students as required by the Traffic Safety Bureau for reimbursement of student fees, copies of letters notifying judges, attorneys, probation officers, and counselors of student compliance or non-compliance.
- E. Maintain complete and accurate records.
- F. Ensure that all DWI students are enrolled in a timely manner, without experiencing a back log of students.
- G. Ensure that Spanish Classes are held regularly, no less than once per quarter.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor 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 thirty nine thousand, one hundred seventy three dollars and thirty two cents (\$139,173.32), inclusive of applicable gross receipts taxes broken down as follows:

(1) The City shall pay the Contractor, for classes of twenty-five students or less, a monthly amount not to exceed two thousand five hundred nine dollars and forty four cents (\$2,509.44), inclusive of applicable gross receipts tax.

(2) The City shall pay the Contractor, four thousand, six hundred eighty dollars and no cents (\$4,680.00) by the last week of July each year for payment of facility rental.

(3) The City shall remit fifty dollars (\$50.00) per student to Traffic Safety Bureau in Validation Fees from a list submitted by the Contractor with the number of students and the number of classes held for each month.

B. The City shall act as a fiscal agent in the administration of the DWI School budget. The City will provide office and instructional supplies, and materials, printing of instructional materials, and cost for postage.

C. The DWI School costs are not to exceed total funds generated from student registration fees.

D. Payment shall be made upon receipt of a detailed statement containing a report of the work completed and disposition of the same.

E. 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 by the City.

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

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 both parties and terminate on June 30, 2018, unless terminated 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) 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 contractors retained by Contractor in the performance of the services under 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 or other evidence of Contractor's compliance with the provisions of this section 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 if applicable.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of the amount required under the New Mexico Tort Claims Act.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments 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, including payments of all attorneys' fees and costs.

14. 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.

15. 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 illegal payments.

16. 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.

17. AMENDMENT

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

18. 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.

19. 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.

20. 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.

21. 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:  
Police Department  
2515 Camino Entrada  
Santa Fe, New Mexico 87507

Contractor:  
Kathleen Lawicki dba Santa Fe  
DWI School LLC  
1113 Calle Quieta  
Santa Fe, NM 87507

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

CITY OF SANTA FE:

CONTRACTOR:  
DWI SCHOOL, LLC.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
Kathleen Lawicki

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

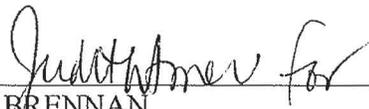
N.M. Taxation & Revenue  
CRS# 03-174181-009  
City of Santa Fe Business Registration #  
14-00064695

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
INTERIM CITY ATTORNEY

DATE: 6/12/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

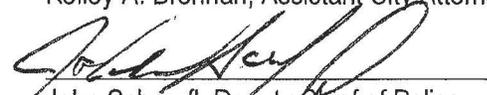
DATE: \_\_\_\_\_

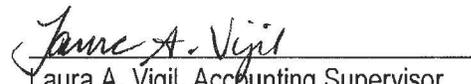
BU: 22205.510300 Professional Services

# City of Santa Fe, New Mexico

# memo

DATE: June 11, 2014  
TO: Brian K. Snyder, City Manager  
Kelley A. Brennan, Assistant City Attorney

VIA:   
John Schaeerfl, Deputy Chief of Police  
  
Nancy Jimenez, Fiscal Administrator

FROM:   
Laura A. Vigil, Accounting Supervisor

**ITEM AND ISSUE:**

Insurance Waiver for Kathleen Lawicki dba Santa Fe DWI School, LLC.

**BACKGROUND AND SUMMARY:**

The Santa Fe DWI School, as well as other DWI Schools in the state, are regulated annually by the Institute of Public Law, the Federal ~~BUREAU OF INVESTIGATION~~ (FBI), the State Motor Vehicle Department and the State Department of Transportation. This program does not conduct drug testing or provide professional counseling services and the staff, individual contractors, are required to abide and use statewide curriculum manuals in all presentations. Based on this information, we are requesting a waiver of the Insurance requirements, Section 12, of the Professional Services Agreement.

**REQUESTED ACTION:**

Approval to waive Insurance requirements in the Professional Services Agreement with Kathleen Lawicki dba Santa Fe DWI School, LLC.

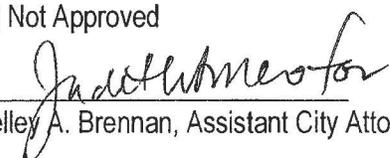
Approved

Not Approved

  
Brian K. Snyder, City Manager  
:lav

Approved

Not Approved

  
Kelley A. Brennan, Assistant City Attorney

6/18/14



## 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 Kathleen Lawicki dba Santa Fe DWI School LLC

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$34,793.30

Termination Date: June 30, 2015

Approved by Council Date: August 13, 2014

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Operate DWI School and facilitate Driving While Intoxicated (DWI) Classes in English and in Spanish.

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# 14/37/P Date: June 11, 2014
RFQ [ ] Date:
Sole Source [ ] Date:
Other

6 Procurement History: FY 2014-15 is first year of a 4-year contract
example: (First year of 4 year contract)

7 Funding Source: DWI School Revenue - BU# 21205 BU/Line Item: 22205.510250

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: Laura A. Vigil, Accounting Supervisor

Phone # X 5086

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: