

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/25/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/16/14**

ISSUE:

24. Request for Approval of Professional Services Agreement – Driver’s License Record Check Services for Employees who Drive City Owned Vehicles for Office of Risk Management/Safety (RFP #14/41/P); SAMBA Holdings, Inc. (Carlos Ramirez and Barbara Boltrek)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of professional services agreement for driver’s license record check services for employees who drive city owned vehicles for office of risk management/safety (RFP #14/41/P) with SAMBA Holdings, Inc. in the amount of \$20,000 plus gross receipts tax not to exceed \$80,000 plus gross receipts tax. Budget is available in insurance claims fund.

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			

3-17/14/FCIssue

City of Santa Fe, New Mexico

memo

DATE: June 9, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Division *RR*
6/9/14

VIA: Marcos A. Tapia, Director
Finance Department *MA*

ISSUE: Award of Request for Proposal # '14/41/P
Driver's License Record Check Service

SUMMARY:

On June 2, 2014, one proposal was received for the above referenced service as follows:

	Evaluation Score
Samba Safety, Albuquerque	1680

The evaluation criteria consisted of project proposal as outlined in accordance with scope of work and submittal requirements (50%); technical expertise/knowledge (15%); and proposed cost and fees (35%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Barbara Boltrek and Carlos Ramirez, and Debbie Rouse Risk and Safety.

The using department has reviewed the proposals and recommends award to Samba Safety, Albuquerque in the amount of \$20,000.00 annually for a four year term.

Budget is available in account number 62106.510300 (Risk & Safety – Insurance Claims – Professional Service) in the amount of \$37,283.81.

ACTION:

It is requested that this recommendation of award to Samba Safety, Albuquerque, in the amount of \$20,000.00 annually 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

'14/41/P

DRIVER'S LICENSE RECORD CHECK SERVICE

Evaluation Committee	Written Evaluation
Robert Rodarte	415
Barbara Boltrek	400
Carlos Ramirez	400
Debbie Rouse	465
Total Score	1680

City of Santa Fe, New Mexico

memo

Date: June 5, 2014

To: Finance Committee
City Council

From: Carlos Ramirez, Safety Specialist *CR*
Office of Risk Management

Via: Barbara Boltrek, Risk and Safety Manager *BB*
Office of Risk Management

Subject: Recommendation of Award for RFP# 14/41/P

The Office of Risk Management requested proposals for the service of driver license records check service to monitor license status of those employees who drive City of Santa Fe owned vehicles. On June 4th, the designated review committee reviewed one proposal submitted by Samba Holdings Inc.

As a result of this review, it is the recommendation of the committee to award RFP '14/41/P, to Samba Holdings Inc.

The contract amount will be \$20,000 per year, for a four year term, not to exceed \$80,000 for the life of the contract.

Funding is available in business unit and line item: 62106-510300.

Action:

Please approve the attached professional service agreement for Samba Holdings Inc.

Attachments:

Professional Service Agreement
Summary of Contracts
Certificate of Insurance

City of Santa Fe, New Mexico

memo

Date: June 5, 2014

To: Shirley Rodriguez, Procurement Analyst
Purchasing Division

From: Carlos Ramirez, Safety Specialist *CR*
Office of Risk Management

Via: Barbara Boltrek, Risk and Safety Manager *BCB*
Office of Risk Management

Subject: Recommendation of Award for RFP#14/41/P

The Office of Risk Management requested proposals for the service of driver license records check service to monitor license status of those employees who drive City of Santa Fe owned vehicles. On June 4th, the designated review committee reviewed one proposal submitted by Samba Holdings Inc.

As a result of this review, it is the recommendation of the committee to award RFP '14/41/P, to Samba Holdings Inc.

The contract amount will be \$20,000 per year, for a four year term, not to exceed \$80,000 for the life of the contract.

Funding is available in business unit and line item: 62106-510300.

Should you have any questions regarding this matter, please contact me at 5622.

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 SAMBA Holdings Inc.(the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Provide online driver license check service for the Office of Risk Management/Safety on an as needed basis.
- B. Provide online system access so the Office of Risk Management/Safety can update driver record information on an as needed basis.
- C. Provide monthly driver license check report for approximately 260 commercial driver license (CDL) holders which shall be designated by the City.
- D. Provide monthly driver license check report for approximately 1100 class D driver license holders which shall be designated by the City (separate from CDL report).
- E. Upon completion of monthly reports, provide sorted sub-lists identifying the following status: valid, revoked/suspended and expiration.
- F. System training, system update information and update information on State of New Mexico laws pertinent to drivers license holders.

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, including but not limited to a Bulk Data Vendor Agreement with the State of New Mexico Taxation and Revenue Department.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed of eighty thousand dollars (\$80,000.00), plus applicable gross receipts taxes. Payment shall be made in the sum of twenty thousand dollars (\$20,000.00) annually, plus 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 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.

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 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 30 days written notice to the Contractor. In addition, at any time during the term of this Agreement, the City reserves the right to review the performance of the Contractor and amend this Agreement by mutually acceptable terms in writing. If the parties cannot reach a mutual agreement, the City and or the Contractor may terminate this Agreement upon 30 days written notice to the Contractor. Upon early termination:

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

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

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

A. The Contractor and its agents and employees are independent

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations

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

11. RELEASE

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

12. INSURANCE

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

B. Contractor shall also obtain and maintain Workers' Compensation

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any

right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and

understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Risk Management/Safety Division
2651 Siringo Rd. Bldg J
Santa Fe, NM 87505

Contractor:
SAMBA Holdings Inc.
8814 Horizon Blvd. NE Ste. 100
Albuquerque, NM 87113

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

CITY OF SANTA FE:

CONTRACTOR:
SAMBA Holdings, Inc.

JAVIER M. GONZALES, MAYOR

Randy Trujillo, Executive Director

DATE: _____

DATE: _____

CRS # 02422852004
City of Santa Fe Business
Registration # 14-00113741

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, 6/4/14
INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA,
FINANCE DIRECTOR

62106.510300
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 [checked] or CONTRACT AMENDMENT []

2 Name of Contractor Samba Holdings Inc.

3 Complete information requested [checked] Plus GRT [] Inclusive of GRT

Original Contract Amount: \$80,000 total, \$20,000.00 annually

Termination Date: June 30, 2018

[checked] Approved by Council Date:

[] or by City Manager Date:

Contract is for: monthly employee driver license record checks

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# 14/41/P Date: June 2, 2014

RFQ [] Date:

Sole Source [] Date:

Other

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

7 Funding Source: Risk Management Professional Contracts BU/Line Item: 62106.51031

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

9 Staff Contact who completed this form: Carlos Ramirez
Phone # ext. 5622

10 Certificate of Insurance attached. (if original Contract) [x]

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

To be recorded by City Clerk:

Contract #

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

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

Comments:

Large empty rectangular box for comments.

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 HUB International Ins Svcs Inc PO Box 90756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic #0757776	CONTACT NAME: Barbara Stierwalt
	PHONE (A/C, No, Ext): 505-823-4939 FAX (A/C, No): 866-487-3972 E-MAIL ADDRESS: barbara.stierwalt@hubinternational.com
INSURED Samba Safety Holdings, LLC; Safety Holdings Inc; American Driving Records 8814 Horizon Blvd NE #100 Albuquerque, NM 87113	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd NAIC # 11000
	INSURER B: Hartford Casualty Insurance Com 29424
	INSURER C: Hartford Accident and Indemnity 22357
	INSURER D:
	INSURER E:
	INSURER F:

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		34UUNAQ2525	08/31/2013	08/31/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		34UUNAQ2525	08/31/2013	08/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	34RHUAQ1596	08/31/2013	08/31/2014	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$10,000,000
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C	Errors & Omi Limit Retention		00TE028069713	08/31/2013	08/31/2014	Each / Aggregate \$6,000,000 / \$6,000,000 \$25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For informational purposes only

CERTIFICATE HOLDER City of Santa Fe Attn: Carlos Ramirez PO Box 909 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 <i>Robert B. Mabeck</i>