

ITEM # 18-0042

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 Rocky Mountain Business Systems, Inc. (the "Contractor"). The date of this Agreement shall be .

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Assist in servicing and maintaining the Canon MFP devices throughout the City of Santa Fe, listed in the attached Addendum "A". Service refers to and includes: normal wear and tear parts and toner. Maintenance includes routine maintenance, monitoring copy counts, and factory recommended cycle cleaning.
- B. Test, troubleshoot and repair specified equipment on an on-call basis.
- C. Identify and recommend printing solutions to City of Santa Fe as requested including professional recommendations on system replacement, copy tracking software, and upgrades necessary to handle current system usage.

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that it possesses the 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 seventy-six thousand one hundred fifty-nine dollars and fourteen cents (\$76,159.14) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered for service, toner, and parts needed to maintain these MFPs in good working order during regular business hours.

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 6/30/2018 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.

(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

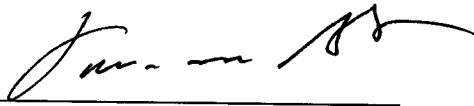
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
David A. Kulb
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Rocky Mountain Business Systems, Inc.
3515 Wyoming Blvd. NE
Albuquerque, NM 87111

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


CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR
DATE: 1/22/18

CONTRACTOR:

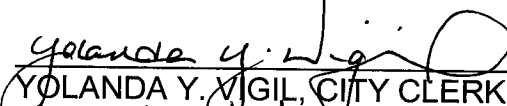
Rocky Mountain Business Sys. Inc.

 MANAGER

NAME AND TITLE
DATE: 11/30/17

CRS# 02-022048-000
City of Santa Fe Business
Registration # 13242

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/18

APPROVED AS TO FORM:

 11/2

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12.5.17

ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item/Subsid Code
Various- See Attached List
62252- 530710- XXXX

City of Santa Fe Consolidated Maintenance Pricing

The Following Contracts fall under contracts:

Canon WSCA Contact # 1715
State Of New Mexico SPD # 90-000-00-00089AA

Canon DIR Contract # DIR-TSO-3101

See attached contract for details

See attached contract for details

Canon GSA Contract # GS-00F-0002V OPEN MARKET

See attached contract for details

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Water Comp	GSA	Canon imageRUNNER 4245	QHP07095	15,000	0.0076 \$	584.88
801 W. San Francisco	GSA	Canon imageRUNNER 4245	QHP07088	15,000	0.0076 \$	584.88
Santa Fe, NM	GS-00F-0002V OPEN MARKET					
Suzanne Romero	(505) 955-4354					
Environmental / Solid Waste	WSCA	Canon imageRUNNER 5035	GNW63200	15,500 B/W	0.0074 \$	2,689.51
1142 Siler Road	1715			8,000 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Eva	(505) 955-2200					
Human Services/Resources	WSCA	imageRUNNER 4245	QHP05898	26,000	0.0071 \$	776.81
200 Lincoln Ave	1715	imageRUNNER 4245	RKM11106	16,800	0.0071 \$	509.85
Santa Fe, NM	90-000-00-00089AA					
Lillian	(505) 955-6597					
Transit Division	WSCA	Canon IR ADVANCE C5250	JMQ12652	16,600 B/W	0.0074 \$	2,526.34
2931 Rufina St.	1715			9,475 Color	0.0509	
Santa Fe, NM	90-000-00-00089AA	Canon IR ADVANCE C5250	JMQ22076	11,300 B/W	0.0074 \$	1,422.72
Lois Amador	(505) 955-2010			4825	0.0509	
Waste Water Management	WSCA	Canon IR ADVANCE 4235	QHM08477	15,000	0.0087 \$	597.89
73 Paseo Real	1715					
Santa Fe, NM	90-000-00-00089AA					
Matilda or Lori	(505) 955-4512					

Addendum "A"

CITY OF Santa Fe Consolidated Maintenance Pricing Continued.....

Divison Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Buckman Water Project 341 Caja Del Rio Santa Fe, NM	GSA	Canon imageRUNNER C5051	GQM60834	15,000 B/W	0.0058 \$	1,760.57
	GSA	Canon imageRUNNER C5051	GQM60799	7,500 Color	0.0437	
	GS-00F-0002V OPEN MARKET			15,000 B/W	0.0058 \$	1,323.57
				5,000 Color	0.0437	
Armenia Streets Division 1142 Siler Road Santa Fe, NM	(505) 955-4512 WSCA 1715 90-000-00-00089AA	Canon imageRUNNER 4035	HRP11652	30,000	0.0078 \$	1,013.80
Lucricia Diaz Sangre De Cristo Water 801 San Mateo Santa Fe, NM	(505) 955-2417 WSCA 1715 90-000-00-00089AA	Canon IR ADVANCE C5255	JME17849	10,000 B/W	0.0074 \$	1,562.62
				5,175 color	0.0636	
Cyndi Frietas Parking Division 500 Market Place Santa Fe, NM	(505) 955-4210 WSCA WSCA 1715	Canon imageRUNNER 4035	HRT00741	31,800	0.0078 \$	1,069.96
		Canon imageRUNNER 4035	HRT00691	30,000	0.0078 \$	1,013.80
Leann Duplicating Dept. 200 Lincoln Ave. Santa Fe, NM	90-000-00-00089AA (505) 955-5938 WSCA WSCA WSCA WSCA WSCA WSCA	imageRUNNER 6255 imageRUNNER 8205 imageRUNNER 8205 imageRUNNER 8205 imageRUNNER 8205 imageRUNNER C5255	NMU13646 KZT01786 KZT01226 KZT01787 KZT01788 JMG00526	35,600 540,000 540,000 180,000 90,000 7,500 B/W 15,000 B/W	0.0062 \$ 0.0047 \$ 0.0047 \$ 0.0047 \$ 0.0047 \$ 0.011 \$ 0.0701	944.73 10,995.09 10,995.09 3,665.00 1,831.00 5,094.00
Stuart Municipal Courts 2511 Camino Entrada Santa Fe, NM	1715 90-000-00-00089AA (505) 955-6566 WSCA 1715 90-000-00-00089AA	Canon IR ADVANCE 6255	NMU11709	30,000	0.0062 \$	805.84

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
Convention Center	WSCA	Canon imageRUNNER 5245	JRA09873	16,500 B/W	0.0074 \$	5,632.15
201 W. Marcy	1715			19,700 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Cyndi Catanach	(505) 955-6211					
Salvador Perez Center	GSA	Canon imageRUNNER 500IF	PYJ00517	4,900 B/W	0.0108 \$	300.44
601 Alto Vista	GS-00F-0002V OPEN MARKET					
Santa Fe, NM						
Lawrence Lovato	955-2607					
Water Conservation	WSCA	Canon imageRUNNER 5240A	RRD05163	15,000 B/W	0.0074 \$	1,873.51
301 Montezuma	1715			5,100 Color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Caryn Grosse	(505) 955-4221					
Parks Division	WSCA	Canon imageRUNNER C7270	ULD01515	9,500 B/W	0.0074 \$	1,019.92
1142 Siler Road	1715			4,400 Color	0.0509	
Santa Fe, NM	90-000-00-00089AA					
Francis	(505) 955-2102					
Sangre De Cristo Water TRT	WSCA	Canon imageRUNNER C5240A	RRD11153	2,400 B/W	0.0074 \$	513.56
1780 Canyon Road	1715			1,700 color	0.0636	
Santa Fe, NM	90-000-00-00089AA					
Alex Gamino	(505) 955-4375					
Purchasing	DIR	Canon imageRUNNER 4251	RKP06308	87,000	0.0083 \$	2,862.97
1142 Siler Road	DIR-TSO-3101					
Santa Fe, NM						
Robert Rodarte	(505) 955-5710					
Fort Marcy Complex	DIR	Canon imageRUNNER 500IF	QLL06732	10,900	0.0083 \$	379.36
601 Alta Vista	DIR-TSO-3101					
Santa Fe, NM						
Lawrence Lovato	(505) 955-2602					

121 Aviation Drive
Santa Fe, NM
Lois Amador

Canon IR ADVANCE C2225
90-000-00-00089AA
(505) 955-2010

LYD56843

3,750 B/W
650 Color

0.0074 \$
0.0636

620.14

City of Santa Fe Consolidated Maintenance Pricing Continued.....

The Following Contracts fall under contracts:

EXEMPT PROCUREMENT POLICY

See attached contract for details

EQUIPMENT UNDER EXEMPT PROCUREMENT POLICY						
Division Responsible	Type of Contract	Equipment	Serial #	Copies Allowed Per Quarter	Excess Copy Charge	Yearly Charge
IT Dept. 2651 Siringo Road Santa Fe, NM Paul Campos	GSA OM EXEMPT PROCUREMENT POLICY (505) 955-5572	Kyocera KM5050	PQE7801823	24,000	0.0085 \$	883.83
Sangre De Cristo Water TRT 1780 Canyon Road Santa Fe, NM Alex Gamino	GSA OM EXEMPT PROCUREMENT POLICY (505) 955-4375	Canon imageRUNNER 1025IF	DRL07602	9,000	0.0199 \$	727.86
Municipal Courts 2511 Camino Entrada Santa Fe, NM Tami	GSA OM EXEMPT PROCUREMENT POLICY (505) 955-5073	Canon imageRUNNER 5570	SLQ24846	30,000	0.00633 \$	1,497.32
Duplicating Dept. 200 Lincoln Ave. Santa Fe, NM	GSA GSA OM	DR9080 DR5010C	CZ31385 DD306454	N/A N/A	N/A \$ N/A \$	1,168.88 876.30
EXEMPT PROCUREMENT POLICY						
Stuart	(505) 955-6566					
Purchasing / Auto Parts 1142 Siler Road Santa Fe, NM Gail	GSA OM EXEMPT PROCUREMENT POLICY (505) 955-5710	Canon imageRUNNER 1025IF	DRL05266	9,000	0.0199 \$	727.86

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Managers Office	GSA	Canon imageRUNNER 3300	MRJ01334	15,000	0.01141 \$	780.28
200 Lincoln Ave	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Celeste	(505) 955-6848					
Waste Water Management	GSA	Canon imageRUNNER 3245	DHJ03337	15,000	0.0122 \$	791.96
73 Paseo Real	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Matilda or Lori	(505) 955-4512					
Engineering	GSA	Canon imageRUNNER 1025IF	DRL04330	9,000	0.0199 \$	727.86
120 S. Federal Place	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Isabell	(505) 955-5930					
Marty Sanchez Golf Course	GSA	Canon imageRUNNER 3570G	SKX00050	12,000	0.01175 \$	664.18
205 Caja Del Rio	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Jennifer	(505) 955-4460					
Maintenance Dept.	OM	Canon imageCLASS 6590	DKF06970	N/A	N/A	406.18
2651 Siringo Road	OM	Canon imageRUNNER 1023IF	TJR07549	3,000	0.019 \$	259.95
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Carmen	(505) 955-5749					
Purchasing	GSA	Canon imageRUNNER 1025IF	DRL05264	9,000	0.0199 \$	727.86
1142 Siler Road	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Gail	(505) 955-5710					

City of Santa Fe Consolidated Maintenance Pricing Continued.....

Bicentennial Pool	GSA	Canon IR 4570	SKW10486	12,000	0.01 \$	64.99
1121 Alto Street	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Lawrence Lovato	(505) 955-2602					
Senior Citizens Center	GSA	Kyocera taskALPHA 5500CI	N3X1700798	24,000	0.085 \$	883.83
1121 Alto Street	OM					
Santa Fe, NM	EXEMPT PROCUREMENT POLICY					
Dan	(505) 955-4723					

TOTAL CONTRACT INCLUDING TAX \$ 76,159.14