

Professional Document Systems Inc.
MASTER SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between Professional Document Systems Inc. ("PDS") a New Mexico Corporation with its principal offices located at 1414 Common Drive, El Paso, Texas 79936 and 6565 Americas Pkwy. Albuquerque, NM 87110 and City of Santa Fe, ("CITY OF SANTA FE"), located At 200 Lincoln Avenue Santa Fe, New Mexico 87504-0909, collectively referred to as (the "Parties"). This Agreement shall be effective on January 31, 2017 (the "Effective Date").
2018

PDS agrees to supply to CITY OF SANTA FE, and CITY OF SANTA FE agrees to purchase from PDS, Digital Image to Microform Conversion Services and other services as may be outlined in the Statement of Work (the "SOW").

The PARTIES agree to be bound by the following Exhibits to this Agreement which are attached and incorporated into the Agreement by reference:

- A. SCOPE OF WORK: attached as Exhibit A. The SOW fully and completely describes the services to be provided by PDS to CITY OF SANTA FE (the "Services").
- B. PRICING SCHEDULE: attached as Exhibit B (the "Pricing Schedule"). The Pricing Schedule outlines the costs of the Services.
- C. STANDARD TERMS AND CONDITIONS, attached as Exhibit C (the "Terms and Conditions"). The Terms and Conditions describe in detail all responsibilities, obligations, liabilities and warranties of each party.

The Services to be provided to CITY OF SANTA FE under this Agreement are:

- X Project
- Repetitive
- Both Project and Repetitive

AGREED AND ACCEPTED:

City of Santa Fe
 200 Lincoln Ave.
 Santa Fe, NM 87504

Professional Document Systems Inc. Inc.
 1414 Common Dr.
 El Paso, TX 79936

By: [Signature]
 Title: Mayor
 Date: 11/31/18

By: [Signature]
 Title: PRESIDENT
 Date: 2/15/18

CITY OF SANTA FE Initials _____

EXHIBIT A
SCOPE OF WORK
(Insert by SFC)

EXHIBIT B

DOCUMENT CONVERSION TO DIGITAL SERVICES COST

GSA Item Number	Description	Qty	Unit Cost	Total Cost
PDS-TK-PSCAN	Archaeology	119,240	\$0.08	\$9,539.20
PDS-TK-PSCAN	Historic Preservation Case files Mixed 8 1/2" TO 11" X 17"	60,000	\$0.08	\$4,800.00
PDS-TK-PSCAN	Historic Preservation Full Scale Binders	63,200	\$0.08	\$5,056.00
PDS-TK-LFSCAN	Historic Preservation Large Format Drawings	5,460	\$0.95	\$5,187.00
PDS-TK-LFSCAN	Historic Preservation Large Format Drawings	22,680	\$0.95	\$21,546.00
PDS-PREP	Document Preparation - Special Handling 4" Scale Bar	28,140	\$0.05	\$1,407.00
PDS-TK-IMG-PREP	Image Handling and Preparation	1	\$1,221.00	\$1,221.00
PDS-TK-MM	Media Mastering - External Drive	1	\$179.00	\$179.00
Open Market	Records Pick up	1	\$125.00	\$125.00
	Total Scanning Cost			\$49,060.20
	NM GRT Per Tax and Revenue		7.5000%	\$3,679.52
	TOTAL COST			\$52,739.72

EXHIBIT C

TERMS AND CONDITIONS

1. Engagement. PDS hereby agrees to perform the Services in a professional manner, consistent with industry standards, and in accordance with and subject to the terms and conditions of this Agreement, including without limitation all exhibits to the Agreement. CITY OF SANTA FE hereby agrees that during the term of this Agreement (including any renewal term).
2. Term. Unless otherwise terminated as provided herein, the term of the Agreement shall be as follows:
 - (a) Project Based Services. As it relates to any portion of the Services that are based on completion of a defined task ("Project Based Services"), the term of this Agreement shall begin on the Effective Date and shall continue until all such Project Based Services are completed and the parties have satisfied all of their respective responsibilities and obligations with respect to such Project Based Services hereunder.
 - (b) Repetitive services. As it relates to any portion of the Services that are not Project Based Services, the term of this Agreement shall be for three years from the Effective Date (the "Initial Term").
3. Billing and Payment. CITY OF SANTA FE shall pay PDS for the Services the Fees set forth on the Pricing Schedule. Once per calendar year, PDS will have the right to increase the Fees upon sixty (60) days notice to CITY OF SANTA FE, provided that the amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" means Employment Cost Index, Compensation, Private Industry, White Collar Occupations, Not seasonally adjusted, (June 1989 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. All price increases will become effective SIXTY (60) days after PDS delivers written notice to CITY OF SANTA FE. In addition to the foregoing, the following policies with respect to billing and payment shall apply:
 - (a) \$ 0.00 is CITY OF SANTA FE's initial pre-payment amount.
 - (b) Invoices for the Services performed hereunder are due and payable upon receipt. If payment is not received by PDS within forty-five (45) days of CITY OF SANTA FE'S receipt of an invoice for the amounts owing thereunder, any outstanding balances will bear a late payment fee at the lower rate of: (i) 1.5% per month, or (ii) the maximum rate allowed by law, until paid in full.
 - (c) CITY OF SANTA FE shall be billed for and shall be responsible for paying all **applicable** federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services, except for those taxes based on PDS'S income, or which are PDS'S responsibility as an employer.

- (d) CITY OF SANTA FE and PDS agree that time is of the essence for payment of all invoices. If CITY OF SANTA FE disagrees with an invoice, CITY OF SANTA FE shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the invoice date, deliver written notice to PDS, specifying in reasonable detail the basis of CITY OF SANTA FE's dispute. PDS and CITY OF SANTA FE agree to meet in good faith to discuss a resolution to CITY OF SANTA FE's dispute. If, within ten (10) days of CITY OF SANTA FE's dispute, the parties cannot agree on a resolution, PDS and CITY OF SANTA FE shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

4. Change in Scope.

- (a) CITY OF SANTA FE hereby acknowledges that the fees outlined in the Pricing Schedule are based upon the SOW and the Assumptions. PDS, therefore, reserves the right to increase the fees in the Pricing Schedule if the actual operating circumstances are materially different from the Assumptions.
- (b) In the event CITY OF SANTA FE requests in writing any change in the Services after the Effective Date, then the parties will either agree to revise the SOW and Pricing Schedule as is needed to reflect such change or, if such agreement is not reached, the terms and conditions of the original Pricing Schedule and SOW will continue to govern.

5. CITY OF SANTA FE Content.

- (a) CITY OF SANTA FE represents and warrants that all content and other materials it discloses or delivers to PDS for use in connection with this Agreement (the "Content") are the property of CITY OF SANTA FE, or that CITY OF SANTA FE has the rights to disclose or deliver the Content and other materials to PDS, and that the Content and other materials do not infringe any copyright, trademark, trade secret, patent or other right of any third party.
- (b) CITY OF SANTA FE represents, warrants and covenants that PDS'S use of the Content in performing the Services does not and will not infringe any copyright, trademark, trade secret, patent or other right of any third party.
- (c) PDS shall be entitled to rely on the accuracy, truthfulness, completeness and appropriateness of all content. If CITY OF SANTA FE submits Content in deviation from the agreed upon specifications or format, or which contain extraneous data, then PDS will notify CITY OF SANTA FE of the deviation and CITY OF SANTA FE will either (a) remedy the deviation at its cost; or (b) direct PDS to remedy the deviation, and CITY OF SANTA FE will pay PDS at PDS'S then current hourly rate for such services.
- (d) CITY OF SANTA FE shall have and retain all rights, title and interests, including all intellectual property rights, in and to Content provided by CITY OF SANTA FE to PDS under this Agreement.

6. Confidentiality.

- (a) During the term of this Agreement, each party may have access to information that is considered confidential by the other. This information may include, but is not limited to, documentation, technical know-how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, supplier information, and compilations of data ("Confidential Information").
- (b) Each party shall use the other party's Confidential Information only for the purposes of this Agreement. Each party shall maintain the confidentiality of the other party's Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party's Confidential Information.
- (c) Each party is permitted to disclose the other party's Confidential Information to its employees, contractors and other third parties on a need to know basis only, provided that such employees, contractors and/or third parties have written or legal confidentiality obligations to that party no less stringent than those contained in this Agreement. Each party shall be and remain fully liable and responsible for its employees', contractors' and/or other third parties' unauthorized disclosure or use of the other party's Confidential Information. Either party may request the confidentiality obligations of a contractor or third party from the other to ensure compliance with this provision. The party receiving the request will provide the confidentiality obligations to the requesting party within five (5) business days of receiving the request.
- (d) The confidentiality provisions of this Agreement do not apply to information that is or becomes generally available or known to the public through no act or omission of the receiving party; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party's Confidential Information.
- (e) Upon termination of this Agreement, each party shall return the other party's Confidential Information and shall not use the other party's Confidential Information for its own, or any third parties, benefit. The provisions of this Section shall survive the termination or non-renewal of this Agreement for so long as the Confidential Information remains confidential. In the event that either party determines that returning or destroying the Confidential Information is infeasible, such party shall extend the protections of the agreement to such Confidential Information and limit further use and disclosures of such information to those purposes that make the return or destruction infeasible for as long as such party maintains the Confidential Information.

7. Title to Work Product. Except for CITY OF SANTA FE'S Content, PDS and/or its licensors shall have and retain all rights, title and interests, including all intellectual property rights, in and to all deliverables created by PDS in connection with, or pursuant to, this Agreement (collectively, "PDS Materials"), and all updates, upgrades, modifications, enhancements and derivative works of the PDS Materials. No PDS Materials created by PDS in connection with, or pursuant to, this Agreement are to be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law or otherwise, CITY OF SANTA FE owns any intellectual property rights in such PDS Materials, CITY OF SANTA FE hereby assigns to PDS all rights, title and interest, including all intellectual property rights, in such works.

8. Warranties.

- (a) PDS warrants that any deliverables it produces hereunder will be in substantial conformance with the specifications in the SOW. PDS warrants that it shall provide all deliverables in accordance with the time-frames and milestones in the SOW; provided, however, that CITY OF SANTA FE timely, accurately and completely performs all of its obligations under this Agreement.
- (b) PDS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

9. CITY OF SANTA FE'S Responsibilities.

- (a) CITY OF SANTA FE, not PDS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content that CITY OF SANTA FE provides to PDS or that PDS has access to, in relation to the Services. PDS shall not be responsible or liable for any actions or omissions which PDS takes in reliance upon CITY OF SANTA FE's Content.
- (b) CITY OF SANTA FE warrants that it shall timely, completely and accurately perform all of its obligations and responsibilities under this Agreement, including, without limitation, the timely rendering of all required decisions and approvals. Should CITY OF SANTA FE fail to comply with this warranty, PDS shall receive an appropriate extension of time to provide the deliverables under this Agreement, shall not be held responsible or liable for any resulting delay in providing deliverables under this Agreement.

10. LIMITATION OF LIABILITY

(SEE TORT CLAIM LANGUAGE IN ADDENDUM) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THAT PARTY IS

AWARE OF THEIR POSSIBILITY, IN ANY AMOUNT IN EXCESS OF THE INSURANCE LIMITATIONS REQUIRED UNDER THIS AGREEMENT, OR REQUIRED BY LAW.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES: (A) ARISING OUT OF INDEMNIFICATION CLAIMS UNDER THIS AGREEMENT; (B) ARISING OUT OF THE PARTIES' WARRANTIES; (C) RESULTING FROM THE GROSS NEGLIGENCE OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL; OR (D) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL.

11. Indemnification.

- (a) PDS shall defend, at its sole expense, any third party claim, demand or suit against CITY OF SANTA FE ("Claim") alleging and/or arising out of the following, and shall indemnify and hold CITY OF SANTA FE harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against CITY OF SANTA FE in association with the Claim, or reached through a negotiated settlement of the Claim:
 - (1) that any deliverable produced by PDS hereunder infringes a third party's patent, copyright, trademark, trade secret or other intellectual property right and/or violates a third party's contract or other rights;
 - (2) that PDS, its employees, or subcontractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
 - (3) PDS'S breach of this Agreement, including, without limitation, any representation or warranty set forth in this Agreement.
- (b) If a deliverable is held to be infringing, or PDS believes that it is likely to infringe, then PDS shall, at its sole expense and option, either (1) procure for CITY OF SANTA FE the right to continue using the deliverable; or (2) replace or modify the deliverable such that it is non-infringing but maintains substantially the same functionality as the applicable deliverable.

12. Termination. Either Party may terminate this Agreement without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement. Notice of termination to PDS shall be mailed by certified mail, return receipt requested to PDS, 1414 Common Drive, El Paso, Texas 79936. Notice of termination to CITY OF SANTA FE shall be mailed by certified mail, return receipt requested to the County Clerk, City of Santa Fe 200 Lincoln Ave Santa Fe NM 88504. Any other notice required or permitted under this Agreement shall be mailed by certified mail, return receipt requested, to the addresses above. A party may change its address by giving notice in compliance with this section.

13. Force Majeure. Neither party shall be liable under this Agreement for delays, failure to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond their reasonable control, provided that the party affected by such event shall immediately begin or resume performance as soon as practicable after the event has been abated.

14. Independent Contractor. The relationship between PDS and CITY OF SANTA FE is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between PDS and CITY OF SANTA FE of joint ventures, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any statement, representation or document. PDS will be responsible for all personnel it may assign to provide Services to CITY OF SANTA FE. Personnel furnished by PDS shall be and will remain PDS'S employees, and under no circumstances are they to be considered CITY OF SANTA FE'S employees or agents. Neither federal, state nor local income nor payroll tax of any kind shall be withheld or paid by CITY OF SANTA FE on behalf of PDS or its employees. No PDS employees shall participate in any benefit of CITY OF SANTA FE, including health insurance, workers compensation, paid vacation or other benefit provided by CITY OF SANTA FE to its employees.

15. Entire Agreement. This Agreement and the Exhibits thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both parties. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement. If CITY OF SANTA FE issues a purchase order or memorandum or other instrument covering the Services provided herein, such purchase order, memorandum or other instrument shall be for CITY OF SANTA FE'S internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this Agreement.

16. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the appropriate New Mexico Court, or the designated U.S. District Court and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.

17. Assignability. Neither party may assign this Agreement, in whole or in part, without prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid

and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.

19. Non Waiver. Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

20. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement shall become effective when one or more counterparts have been executed by each of the parties and delivered to the other party.

21. Third Parties. The terms and provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law or as otherwise herein expressly provided, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.

22. Non-Recruitment and Non-Hire; Right to Hire. Both parties recognize that each party has made substantial efforts and incurred substantial expense to recruit, employ and train its personnel with whom the other party and/or its employees may have contact. Neither party shall, without the prior written consent of the other party, actively recruit and thereafter employ any person who is or was employed by the other party and/or any of its affiliated companies, so long as this Agreement is in effect and for a period of one year following its termination.

In the event of a breach of the covenant contained above, the injured party shall have the right to take any one or more of the following actions, concurrently or successively:

- (1) immediately terminate this Agreement upon written notice;
- (2) seek an injunction against further violations of this Section;
- (3) pursue whatever other remedies are available under this Agreement or at law and equity.

In the event of dissolution or cessation of the business of either party such party waives all rights in this Section and the other party may actively recruit and employ employees of such party.

25. Electronic Media. CITY OF SANTA FE agrees that PDS may scan, image or otherwise convert this Contract into an electronic format of any nature. CITY OF SANTA FE also agrees that a copy of this Contract produced from such electronic format is legally equivalent to the original for any and all legal purposes, including litigation.

26. Survival. All provisions of this Agreement relating to confidentiality, ownership, indemnification, non-solicitation and limitations of liability shall survive termination or non-renewal of this Agreement.

27. New Mexico Public Information Act. CITY OF SANTA FE is a political subdivision of the State of New Mexico and is governed by the New Mexico Public Information Act. The Parties acknowledge and agree that CITY OF SANTA FE shall only be obligated to perform its duties under this section and this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, CITY OF SANTA FE shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that CITY OF SANTA FE may request a determination from the Attorney General of the State of New Mexico in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that CITY OF SANTA FE, its officers and employees shall have the right to rely on the determinations of the New Mexico Attorney General, and that CITY OF SANTA FE, its officers and employees shall have no liability to PDS for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require CITY OF SANTA FE or PDS to violate the terms of the Public Information Act.

28. Funding Limitations. This Agreement is conditional upon, subject to and contingent upon funding being available for the term in question and PDS shall have no cause of action against CITY OF SANTA FE in the event that CITY OF SANTA FE is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to CITY OF SANTA FE. In the event that CITY OF SANTA FE shall not obtain funding, this Agreement shall be terminated. However, CITY OF SANTA FE shall remain obligated to pay PDS for all services rendered prior to the effective date of notice of termination.

PDS acknowledges that CITY OF SANTA FE is a political subdivision of the State of New Mexico, and as such adopts its budget according to the laws of the State of New Mexico for a period of one year beginning on July 1st and terminating on June 30th of each year. In the event that CITY OF SANTA FE does not include sufficient funds in its budget for any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, CITY OF SANTA FE may terminate this Agreement without penalty or further payment, upon thirty (30) days written notice to PDS.

29. Compliance. Pursuant to Public Law 96-499, sec. 952 (Sec. 1861 (v)(1) of the Social Security Act), the parties agree that: PDS shall, until the expiration of four (4) years after the furnishing of the services under this Agreement, retain and make available, under written request by the secretary of the U.S. Department of Health and Human Services, or upon written request, by the U.S. Comptroller General, or any of their duly authorized representatives, the contract and books, documents and records of PDS that are necessary to verify the nature and extent of the cost of the services under this Agreement. If PDS carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve (12) month period

with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall retain and make available, upon written request by the Secretary of the U.S. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents or records of such organization that are necessary to verify the nature and extent of such costs of the subcontracted services. In the event of a request for access, PDS agrees to notify CITY OF SANTA FE what response will be made to that request.

PDS represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the Office of Inspector General ("OIG") or any other governmental program. PDS shall notify CITY OF SANTA FE immediately in the event that PDS, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program.

PDS represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration ("GSA") list of debarred contractors.

PDS shall notify CITY OF SANTA FE within three (3) days of the time PDS receives notice of any action being taken against PDS or its employees, agents, or assigns which could result in its exclusion from participating in the Federal health care programs. PDS acknowledges that CITY OF SANTA FE may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of PDS or its employees, agents, or assigns.

PDS hereby acknowledges that CITY OF SANTA FE has adopted a Code of Conduct for the purpose of identifying and rectifying compliance issues as they may arise. PDS hereby represents and warrants that it and its employees, agents, or assigns shall comply with the Code of Conduct and shall meet all applicable CITY OF SANTA FE compliance guidelines.

The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. Each party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

The Parties shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of State, federal, and other governmental and regulatory bodies having jurisdiction over each party. The Parties agree to give immediate written notice to the other in the case of suspension or revocation,

or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration. Evidence of such licensing, certification or registration, if applicable, shall be submitted to the requesting party upon request.

30. Authorization. All signatures to this Agreement warrant their authority to execute this document.

See attached “Addendum” incorporated herein

City of Santa Fe (City) and Professional Document Systems (PDS) ADDENDUM

SCOPE OF SERVICES

The Contractor shall provide the following services as related to the conversion of hard copy Archaeological and Historic Preservation documents to a digital format for the City of Santa Fe Land use and Community Development Department:

- A. Scan the approximately 270,580 pages of documents and convert those pages to a digital format at 300 DPI.
- B. Index the Archaeological and Historic Preservation case files according to the direction provided in Exhibit A.

TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City, whichever occurs last, and terminate on 8/31/2018 unless terminated sooner pursuant to the Termination article below.

TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. PDS 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.

COMPENSATION

The total compensation under this Agreement shall not exceed fifty two thousand six hundred forty seven dollars and seventy three cents \$52,647.73 including New Mexico gross receipts tax. The City shall pay to the Contractor in full payment for services satisfactorily performed and all costs shall be in accordance with Exhibit "A". This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

INDEMNIFICATION

PDS 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 PDS's performance under this Agreement as well as the performance of PDS's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CITY 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.

APPLICABLE LAW; CHOICE OF LAW; VENUE

PDS 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 PDS 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.

RELEASE

PDS, 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. PDS agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless PDS has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

PDS 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. PDS shall furnish the CITY with proof of insurance of PDS's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

CONFIDENTIALITY

A. Any information in the custody of a public official concerning the location of archaeological resources, the preservation of which is in the interest of the state of New Mexico, shall remain confidential unless the custodian of such information determines that the dissemination of such information will further

the purposes of the Cultural Properties Act, as set forth in Section 18-6-2 NMSA 1978 and will not create a risk of loss of archaeological resources.

B. As used in Subsection A of this section, "archaeological resources" means a location where there exists material evidence of the past life and culture of human beings in this state and includes the sites of burial and habitats of human beings.

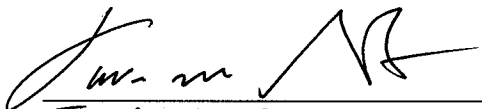
SEVERABILITY

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.

Signature Lines required:

City of Santa Fe:

PDS:



Javier M. Gonzales, Mayor

Matt Bowman, President PDS

Date: 2/13/18

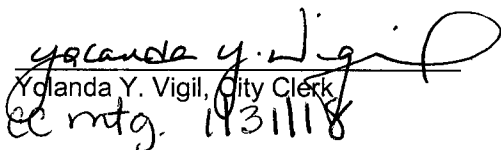
Date: 2/15/18

CRS# 02-270979-00-7

City of Santa Fe Business

Registration # 17-00110962

Attest:



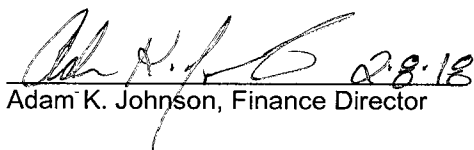
Yolanda Y. Vigil, City Clerk
cc mtg. 1/31/18

Approved as to form:



Kelley A. Brennan, City Attorney 12/14

Approved:



Adam K. Johnson, Finance Director 2-8-18

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

The objective of the project is the digital conversion of critical City Land Use and Community Development plans and project files to digital format. Records Evaluation and estimated volume:

Description	Total Filing Inches	Estimated Pages / Inch	Estimated Pages
Archaeology	542	220	119,240
Historic Preservation Case files Mixed 8 1/2" TO 11" X 17"		0	60,000
Historic Preservation Full Scale Binders – 79 Four Inch Binders	316	200	63,200

Description	# Of Boxes	Box Length	Estimated Pages / Box	Estimated Pages
Historic Preservation Large Format Drawings	30 boxes	15	182	5,460
Historic Preservation Large Format Drawings	189	15	120	22,680

Document Conversion Implementation Services:

- A. The archiving procedure will provide administrative personnel with the ability to access the records with relative ease.
- B. Eliminate the current back log.
- C. Eliminate the current potential fire hazard as records are now stored in a manner that increases likelihood of disaster.
- D. Provide long term storage and proper records management.
- E. The document conversion process must deliver the following Features and functions:
 - Significantly improved access to documents for City management use for research.
 - Image files to be industry standard TIFF format.
 - Index schema and structure conducive to current city core data systems (i.e. Tyler TCM or EnerGov).
 - Ability to search on one or more of the of the index fields.
 - Ability to display documents for viewing.
- F. PDS accepts the responsibility for placing the correct scale bar on the digital file. The scale bars on the digital file will vary based on the actual scale of the hard copy drawing.
Assuming the original drawing has a legible scale for PDS to apply the digital scale bar.

II. Performance Measures:

All Deliverables must be signed for and approved by three designated members of the City of Santa Fe project team which include the City ITT Project Manager, Business Sponsor and Executive Sponsor. The Project Deliverables approval packet must include; Contract item, Invoice, Purchase Order and the Deliverable.

III. Activities.

The Contractor shall provide the following services for the City:

1. The pickup of the documents at the City's Offices in Santa Fe. City to pack in industry standard 15" storage boxes.
2. Preparation of documents for scanning including retrieving, removing binding, unrolling, flattening to ensure resolution.
3. The scanning of the documents at 300 DPI in black and white.
4. The indexing of all records into the imaging system. **Actual index to be as stipulated and described in each deliverable description.**
5. **Attach industry Standard 4" Scale bar on all large format drawings.**
6. Documents will not be re-prepared (i.e. re-stapled, re-rolled etc.), but will be refolded and placed back in the box in the order retrieved / scanned.
7. The institution of a quality control system to ensure a) Image Readability, b) Image accessibility and c) indexing accuracy.
8. The extraction of the images and the creation of multi-page TIFF images named by a combination of the index criteria.
9. The creation of an image/index import text file that will industry standard format and conducive to import into either the Cities Tyler TCM or EnerGov systems.
10. The mastering of a hard drive with the index and image data.
11. All labor to complete the job will be supplied by Professional Document Systems including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project.
12. All conversion and indexing to meet or exceed ANSI and New Mexico State Records Center standards.
13. The delivery of the hard drive and the boxes to the City.
14. Professional Document Systems will perform all services as outlined above for the following price:

Unit	Total
------	-------

GSA Item Number	Description	Qty	Cost	Cost
PDS-TK-PSCAN	Archaeology	119,240	\$0.08	\$9,539.20
PDS-TK-PSCAN	Historic Preservation Case files Mixed 8 1/2" TO 11' X 17"	60,000	\$0.08	\$4,800.00
PDS-TK-PSCAN	Historic Preservation Full Scale Binders	63,200	\$0.08	\$5,056.00
PDS-TK-LFSCAN	Historic Preservation Large Format Drawings	5,460	\$0.95	\$5,187.00
PDS-TK-LFSCAN	Historic Preservation Large Format Drawings	22,680	\$0.95	\$21,546.00
PDS-PREP	Document Preparation - Special Handling 4" Scale Bar	28,140	\$0.05	\$1,407.00
PDS-TK-IMG-PREP	Image Handling and Preparation	1	\$1,221.00	\$1,221.00
PDS-TK-MM	Media Mastering - External Drive	1	\$179.00	\$179.00
Open Market	Records Pick up	1	\$125.00	\$125.00
Total Scanning Cost				\$49,060.20
NM GRT Per Tax and Revenue			7.3125%	\$3,587.53
TOTAL COST				\$52,647.73

IV. Deliverables

The following sections describe the required tasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

A. **Deliverable Number 1 Project Initiation.**

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Project Initiation		Upon City's successful PO / contract creation	<ul style="list-style-type: none"> \$0.00 Not including GRT
Task Item	Sub Tasks	Description	
Review Meeting	Sub 1	<ul style="list-style-type: none"> Contractor will meet with the City PM and the Land Use department representatives to review the project details including record types, indexing schemas, deliverable description and contract terms. Contractor will review project specifics, record types and deliverables. Contractor will sign any Non-Disclosure Agreements if any are requested by the City. 	
Box / Record Inventory	Sub 2	<ul style="list-style-type: none"> Contractor will review boxed records. Contractor will count and label each box with PDS process labels These process labels will include: project number, total box count for a specific record set (i.e. box 1 of 219 or box 1 of 39) Contractor will label each binder with PDS process labels to include: project number, total binder count for a specific record set. 	
Records / Box list creation	Sub 3	<ul style="list-style-type: none"> Contractor will develop a detailed list of box numbers and box contents. 	
Sign Off	Sub 4	<ul style="list-style-type: none"> Contractor will provide transfer of records custody document for the City to sign. Contractor will sign the transfer of records custody document. 	

B. Deliverable Number 2 – Pilot Image and Index/Image Import File Delivered to City

Deliverable Name		Due Date	Compensation	
Pilot image and index/image import file delivered to City		Three weeks from records transfer	\$5,365.44 including GRT	

Task Item	Sub Tasks	Description			
Extract images and index values from vendor storage production database	Sub 1	<ul style="list-style-type: none">Contractor will provide standard image extraction professional services for the 10 boxes and 5 binders shown below;			
		Pilot - Three Weeks from pick up	Boxes	Cumulative	Remaining
		Large Format	5	5	214
		Archaeological Boxes	5	5	34
		Binder	5 binders	5 binders	74 binders
		<ul style="list-style-type: none">Contractor will retain the images for 90 days in their production database and will request authorization from the City’s ITT Project Manager before deleting.			
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none">Contractor will create Text files.Contractor will create a Delimited file with path to the image.Contractor will provide a document and image count per box number.Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s.			
Deliver to the City	Sub 3	<ul style="list-style-type: none">Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City’s Land Use Shared drive.Contractor will deliver to the City’s PM via overnight, insured parcel delivery.Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909			
City Notification	Sub 4	<ul style="list-style-type: none">Contractor will notify the City’s PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.usContractor will provide the tracking number to the City’s PM.			
Sign off and Pilot Closure	Sub 5	<ul style="list-style-type: none">Contractor will email the City’s PM an “Authorization to Proceed to Phase 1” sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used.Contractor will not proceed until sign off is received back from City.			

C. Deliverable Number 3 – Phase 1 Index/Image Import File Delivered to the City

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Phase 1 image and index/image import file delivered to City	Three weeks from pilot confirmation	\$8,048.44 including GRT

Task Item	Sub Tasks	Description			
PDS extracts images and index values from production database	Sub 1	<ul style="list-style-type: none">Contractor will provide standard image extraction professional services for the 55 boxes and 35 binders shown below;			
		Phase 1 - Three weeks from Pilot	Boxes	Cumulative	Remaining
		Large Format	40	45	174
		Archaeological Boxes	15	20	19
		Binder	35 binders	40 binders	39
	<ul style="list-style-type: none">Contractor will retain the images for 90 days in their production database and will request authorization from the City’s ITT Project Manager before deleting.				
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none">Contractor will create Text files.Contractor will create a Delimited file with path to the image.Contractor will provide a document and image count per box number.Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If Available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s.			
Deliver to the City	Sub 3	<ul style="list-style-type: none">Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City’s Land Use Shared drive.Contractor will deliver to the City’s PM via overnight, insured parcel delivery.Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909			
City Notification	Sub 4	<ul style="list-style-type: none">Contractor will notify the City’s PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.usContractor will provide the tracking number to the City’s PM.			
Sign off on Phase 1 by City and PDS	Sub 5	<ul style="list-style-type: none">Contractor will email the City’s PM an “Authorization to Proceed to Phase 2” sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used.Contractor will not proceed until sign off is received back from City.			

D. Deliverable Number 4 – Phase 2 Index/Image Import File Delivered to the City

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Phase 2 image and index/image import file delivered to City	Three weeks from Phase 1 confirmation	\$8,048.44 including GRT

Task Item	Sub Tasks	Description			
PDS extracts images and index values from production database	Sub 1	<ul style="list-style-type: none">Contractor will provide standard image extraction professional services for the 59 boxes and 39 binders shown below;			
		Phase 2 - Three Weeks from Phase 1	Boxes	Cumulative	Remaining
		Large Format	40	85	134
		Archaeological Boxes	19	39	0
		Binder	39 binders	79 binders	0
		<ul style="list-style-type: none">Contractor will retain the images for 90 days in their production database and will request authorization from the City's ITT Project Manager before deleting.			
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none">Contractor will create Text files.Contractor will create a Delimited file with path to the image.Contractor will provide a document and image count per box number.Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If Available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s.			
Deliver to the city	Sub 3	<ul style="list-style-type: none">Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City's Land Use Shared drive.Contractor will deliver to the City's PM via overnight, insured parcel delivery.Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909.			
City Notification	Sub 4	<ul style="list-style-type: none">Contractor will notify the City's PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.usContractor will provide the tracking number to the City's PM.			
Sign off on Phase 2 by city and PDS	Sub 5	<ul style="list-style-type: none">Contractor will email the City's PM an "Authorization to Proceed to Phase 3" sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used.Contractor will not proceed until sign off is received back from City.			

E. Deliverable Number 5 – Phase 3 Index/Image Import File Delivered to the City

Deliverable Name		Due Date	Compensation		
Phase 3 image and index/image import file delivered to City		Three weeks from Phase 2 confirmation	\$8,048.44 including GRT		

Task Item	Sub Tasks	Description			
PDS extracts images and index values from production database	Sub 1	<ul style="list-style-type: none"> Contractor will provide standard image extraction professional services for the 40 boxes shown below; 			
		Phase 3 - Three Weeks from Phase 2	Boxes	Cumulative	Remaining
		Large Format	40	125	94
		Archaeological Boxes	0	39	0
		Binder	0	79 binders	0
		<ul style="list-style-type: none"> Contractor will retain the images for 90 days in their production database and will request authorization from the City's ITT Project Manager before deleting. 			
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none"> Contractor will create Text files. Contractor will create a Delimited file with path to the image. Contractor will provide a document and image count per box number. Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If Available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s. 			
Deliver to the City	Sub 3	<ul style="list-style-type: none"> Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City's Land Use Shared drive. Contractor will deliver to the City's PM via overnight, insured parcel delivery. Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909 			
City Notification	Sub 4	<ul style="list-style-type: none"> Contractor will notify the City's PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.us Contractor will provide the tracking number to the City's PM. 			
Sign off on Phase 3 by City and PDS	Sub 5	<ul style="list-style-type: none"> Contractor will email the City's PM an "Authorization to Proceed to Phase 4" sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used. Contractor will not proceed until sign off is received back from City. 			

F. Deliverable Number 6 – Phase 4 Index/Image Import File Delivered to the City

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Phase 4 image and index/image import file delivered to City	Three weeks from phase 3 confirmation	\$8,048.44 including GRT

Task Item	Sub Tasks	Description			
PDS extracts images and index values from production database	Sub 1	<ul style="list-style-type: none">Contractor will provide standard image extraction professional services for the 54 boxes shown below;			
		Phase 4 - Three Weeks from Phase 3	Boxes	Cumulative	Remaining
		Large Format	54	179	40
		Archaeological Boxes	0	39	0
		Binder	0	79	0
		<ul style="list-style-type: none">Contractor will retain the images for 90 days in their production database and will request authorization from the City’s ITT Project Manager before deleting.			
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none">Contractor will create Text files.Contractor will create a Delimited file with path to the image.Contractor will provide a document and image count per box number.Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If Available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s.			
Deliver to the City	Sub 3	<ul style="list-style-type: none">Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City’s Land Use Shared drive.Contractor will deliver to the City’s PM via overnight, insured parcel delivery.Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909			
City Notification	Sub 4	<ul style="list-style-type: none">Contractor will notify the City’s PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.usContractor will provide the tracking number to the City’s PM.			
Sign off on Phase 4 by City and PDS	Sub 5	<ul style="list-style-type: none">Contractor will email the City’s PM an “Authorization to Proceed to Phase 5” sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used.Contractor will not proceed until sign off is received back from City.			

G. Deliverable Number 7 – Phase 5 index/image import file delivered to City

Deliverable Name		Due Date	Compensation		
Phase 5 image and index/image import file delivered to City		Four weeks from phase 4 confirmation	\$8,048.44 including GRT		

Task Item	Sub Tasks	Description			
PDS extracts images and index values from production database	Sub 1	<ul style="list-style-type: none">Contractor will provide standard image extraction professional services for the 40 boxes shown below;			
		Phase 5 - Three Weeks from Phase 4	Boxes	Cumulative	Remaining
		Large Format	40	219	0
		Archeological Boxes	0	39	0
		Binder	0	79	0
		<ul style="list-style-type: none">Contractor will retain the images for 90 days in their production database and will request authorization from the City’s ITT Project Manager before deleting.			
Formatting of the data file to meet City specification	Sub 2	<ul style="list-style-type: none">Contractor will create Text files.Contractor will create a Delimited file with path to the image.Contractor will provide a document and image count per box number.Contractor will name the images uniquely by combination of index values including; Case # (Permit #, Code #, License #, Inspection #, Plan # If Available), and the Module Title (Permit, Code, License, Plans, Inspections), Address and Parcel # or multiple Parcel #s.			
Deliver to the City	Sub 3	<ul style="list-style-type: none">Contractor will provide an external hard drive with a USB port to store the images on for transfer to the City’s Land Use Shared drive.Contractor will deliver to the City’s PM via overnight, insured parcel delivery.Contractor will ship the external hard drive to the address stipulated below; Faustino Contreras City of Santa Fe ITT Project Manager 2651 Siringo Road Bldg. F Santa Fe New Mexico 87504-0909			
City Notification	Sub 4	<ul style="list-style-type: none">Contractor will notify the City’s PM via email when the external hard drive has been shipped at frcontreras@ci.santa-fe.nm.usContractor will provide the tracking number to the City’s PM.			
Sign off on Phase 5 by City and PDS	Sub 5	<ul style="list-style-type: none">Contractor will email the City’s PM an “Authorization to Proceed to Project Wrap ” sign off document that accurately provides; deliverable number, project number, box count and or binder count, number of pages/images scanned, confirms DPI settings used and if applicable confirms scale bar used.Contractor will not proceed until sign off is received back from City.			

H. Deliverable Number 8 – Project Wrap up

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Project Wrap up Meeting/ conference call		One week from phase 5 confirmation	\$ 7,039.90 including GRT
Task Item	Sub Tasks	Description	
City Team and PDS meet to review full project	Sub 1	<ul style="list-style-type: none"> Contractor will meet with the City's team to review all documents and close the project. 	
Project Closes	Sub 2	<ul style="list-style-type: none"> Project Closes 	



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 Professional Document Systems

3 Complete information requested ☐ Plus GRT

Original Contract Amount: \$ 52,647.73

☒ Inclusive of GRT

Termination Date: August 31, 2018

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ 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 \$ 52,647.73 of original Contract# _____ Termination Date: Aug 31, 2018

Reason: Digitizing of Archaeological and Historic Preservation Case Files

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 52,647.73



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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other SPA 40-000-14-00106 CQ

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

Thelma Rodriguez
Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ **BU/Line Item:** _____

Budget Officer Approval

Comments or Exceptions: _____

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: _____

Phone # _____

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:



PDSTX-1

OP ID: OD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2017

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 have ADDITIONAL INSURED provisions or 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 Texas Agency Alliance PO BOX 1400 Abilene, TX 79604		325-673-6414		CONTACT NAME:	
				PHONE (A/C, No, Ext): 325-673-6414	
				FAX (A/C, No): 325-673-4413	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: HARTFORD LLOYDS INSURANCE CO	
				INSURER B: HARTFORD UNDERWRITERS	
				INSURER C: TWIN CITY FIRE INS COMPANY	
				INSURER D: HARTFORD FIRE INSURANCE	
				INSURER E:	
				INSURER F:	

INSURED PROFESSIONAL DOCUMENT SYSTEMS PDS TONER INC OF TEXAS 1414 COMMON DR EL PASO, TX 79936	NAIC #
	38253
	30104
	29459

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			46 SBA RL5031 TX	10/18/2017	10/18/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
B	AUTOMOBILE LIABILITY			46 UEC ZQ7594	10/18/2017	10/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WEC PK1466	10/18/2017	10/18/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL			46TE0298144-17	09/27/2017	09/27/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CGL Policy & BAP have Blanket "Additional Insured" & "Waiver of Subrogation" when required by written contract.
Work Comp has blanket "Waiver of Subrogation" when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITYSFE CITY OF SANTA FE 200 Lincoln Ave Santa Fe, NM 87504	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>Romy Bryant</i>

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Professional Procurement Solutions-SPT 40-000-14-00106C8

Procurement Title: Scanning Services

Other Methods: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Exempt ☐ Other ☐

Department Requesting/Staff Member ITT / Faustino Contreras

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

ITT Faustino Contreras

Department Rep Printed Name/and Title

F. Contreras

Department Rep Signature attesting that all information included

Quincy Rodriguez

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

*

☐ ☐ Other: _____

AWARD*

YES N/A

☐ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ Other: _____

CONTRACT*

YES N/A

☐ ☐ Copy of Executed Contract
☐ ☐ Copy of all documentation presented to the Committees
☐ ☐ Finalized Council Committee Minutes
☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included