

City of Santa Fe Contract
Goods

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **1st Team Technologies, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to **1st Team Technologies, LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

- 1) The Contractor shall install, upgrade and integrate all parts listed on Exhibit "A" (see attached) to working function with the current television production system in the City of Santa Fe's council chambers.
- 2) Install these upgrades which results in full function of the equipment installed with the current Audio Visual System in the City Council Chambers.
- 3) Train the City staff how to fully operate the upgrades with the current switcher system in the City Council Chambers.
- 4) Complete the project within 90 days.

B. Upon final inspection of installation, all equipment within system must be functional.

- 1) System must properly send a high definition signal to Comcast headend.
- 2) All audio visual equipment previously installed by contractor must work properly with new equipment listed in Exhibit "A".

3. **Compensation**

The total compensation under this Agreement shall not exceed seventy one thousand one hundred ninety-seven dollars and ninety-seven cents, (\$71,197.97), including New Mexico gross receipts tax as described in Exhibit "A" attached hereto and incorporated herein.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract

and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise

covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Joseph M. Abeyta, 200 Lincoln Ave., Santa Fe, NM 87501
jmabeyta@santafenm.gov

To the Contractor: Team 1st Technologies LLC, Building B Suite 1, Albuquerque, NM 87113, daved@team1sttech.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Team 1st Technologies LLC, Building B Suite 1, Albuquerque, NM 87113, daved@team1sttech.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 40. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

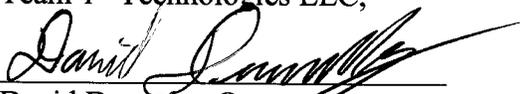
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

DATE: 12/5/18

CONTRACTOR:

Team 1st Technologies LLC,

David Dworsky, Owner

DATE: 11-27-18
CRS#03-277659-00-4
Registration # 18-00148338

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL CITY CLERK
cc mtg. 11/14/18
APPROVED AS TO FORM:

EMM *10/1*
ERIN K. MCSHERRY CITY ATTORNEY

APPROVED:

Mary McCoy AM
MARY MCCOY, FINANCE DIRECTOR

12138.570500
Business Unit Line Item

State of New Mexico LV/AV Lic# 380097



City Council Chambers - Phase 2

TEAM -0183

9/24/2018

Patrick Calandro

pcalandro@team1sttech.com

505-977-0232

This Agreement is between

City of Santa Fe

200 Lincoln Avenue
Santa Fe, NM 87504 United States
505-955-6949

and

TEAM 1ST TECHNOLOGIES LLC

4500 Anaheim Ave NE
Building B, Suite 1
Albuquerque, NM 87113 USA
505-977-8084
www.team1sttech.com

Scope Of Work

This Proposal contains proprietary data and concepts.
All information contained in this document is the intellectual property of Team 1St Technologies LLC. This document has been provided for review only. Use of ideas, design concepts and drawings contained within this proposal for any purpose requires written approval of Team 1St Technologies LLC.

© Team 1St 2016

Quotes are good for 30 days. Pricing is subject to change.

PO should be made out to:

Team 1st Technologies LLC
4500 Anaheim Ave. NE Building B Suite 1
Albuquerque, NM 87113

Include this quote with your purchase order.

By placing a PO with Team 1ST on this quote if you do not send the quote back signed it is the same as signing this quote. You are agreeing to Team 1St Terms and Conditions.

See the proposal for the scope of work.

Pricing Summary

Equipment:	\$56,730.97
Labor:	\$12,760.00
Sales Tax:	\$957.00
Shipping:	\$750.00
Grand Total:	\$71,197.97

F O B: Origin - Customer will be invoiced for all freight charges.

Delivery: Stock- 60 days - TEAM 1St is not responsible for delays in product delivery.

Payment Terms: With approved credit net 30 days.

Shipping: Shipping costs will be added to final invoice unless noted above.

Sales, Excise or other State and Federal Required Tax (where applicable): will be added and remitted unless Tax exempt certificate accompanies purchase order solutions.

City of Santa Fe

Method of Payment

Purchase Order # _____

Check # _____

Circle One: Visa/MC/AE Exp. _____

Accepted by

Date

(By signing the above, confirms, the authority to legally bind the Company/Organization named on this application or agreement appended to these Terms and Conditions of TEAM 1St Technologies LLC.)

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Item Details

Qty	Manufacturer, Model, Description	Unit Price	Ext. Price
1	Logitech MK270, Reliable wireless keyboard and mouse combo	\$26.64	\$26.64
7	Panasonic AW-HN40HKPJ, 30x Zoom PTZ Camera with HDMI Output and NDI (Black)	\$3,450.00	\$24,150.00
1	Panasonic AW-RP50NJ, Compact Remote Camera Controller	\$2,275.00	\$2,275.00
1	Lumantek ez-Caster en3, Ultra-low latency HD Encoder	\$1,999.00	\$1,999.00
2	LG 43LV340C, 43" Class (42.5" diagonal) essential commercial TV functionality	\$538.00	\$1,076.00
90	Team 1st Installation, Hourly labor rate for audio/visual installation		
15	Team 1st Programming, Hourly labor rate for programming		
1	Team 1st Engineering, System engineering		
1	Team 1st Misc Cost, Miscellaneous cable and hardware	\$3,000.00	\$3,000.00
1	HP E202, HP EliteDisplay E202 20-inch Monitor	\$149.00	\$149.00
2	Chief MCM1U, FUSION™ Medium Flat Panel Ceiling Mounts	\$202.67	\$405.34
1	Crestron CBL-MULTI-HD-6, Crestron Mercury™ Multihead HD Video Cable, 6 ft (1.8 m)	\$200.00	\$200.00
2	Furman F1500-UPS, Uninterruptible power supply, 1500VA	\$1,020.00	\$2,040.00
1	NewTek NEW-TC1R3.R, NewTek Tricaster TC1 R3 (3RU w/ redundant power)	\$19,995.00	\$19,995.00
1	Blackmagicdesign SWATEMTVSTU/HD, ATEM Television Studio HD. The world's first live production switcher for broadcast, professional and AV users with HDMI and SDI inputs, multi view, talkback, DVE, audio mixer, flash media players and more!	\$995.00	\$995.00
1	Zyxel GS1900-24HP, 24-port GbE Smart Managed PoE+ Switch with GbE Uplink	\$419.99	\$419.99
Equipment Subtotal:			\$56,730.97
Labor Subtotal:			\$12,760.00
Project Subtotal:			\$69,490.97

TERMS & CONDITIONS

City Council Chambers - Phase 2

City of Santa Fe

200 Lincoln Avenue
Santa Fe, NM 87504 United States
505-955-6949

Revision: 1
Modified: 9/24/2018

Presented By:

TEAM 1ST TECHNOLOGIES LLC

4500 Anaheim Ave NE
Building B, Suite 1
Albuquerque, NM 87113 USA
505-977-8084
www.team1sttech.com



Payment Schedule

Amount

Due Date

Net-30

\$71,197.97

Customer's Responsibilities

TEAM 1ST can supply necessary drawings and details for certain items that are better handled by the Contracting Party or Purchaser or others. The cost for these services is not included in this proposal.

- Supply and installation of all 115V wiring for AV requirements.
- Supply and installation of any junction boxes, wall boxes, conduits and floor boxes needed for AV connection.
- Supply and installation of all necessary wall backing or structure for plasma, speakers, recessed screens, etc.
- All necessary permits and fees to conform to state and city building codes.
- Telephone and data network for audio or videoconferencing.
- Supply and installation of phone lines, related to connection of video teleconferencing system to network. Network should be in place and tested one week prior to equipment installation.
- Loading of software of any kind on computer(s).
- All labor is priced as non-union.
- Installation of custom RP screens and associated millwork or wall construction, modifications to millwork or installation, unless otherwise noted in the quotation.
- Any modifications to millwork or installation required for installation of audio visual equipment. This includes modifications to provide adequate airflow.
- Any rework of ceiling tiles and grid due to the installation of above ceiling equipment.

Assumptions

- Room Availability – Room(s) in which installation is to be done will be made available for TEAM 1St's exclusive use on the day(s) of the scheduled installation. Installations will be scheduled Monday – Friday between the hours of 7:00AM – 6:00 PM.

- **Parking** – The customer will provide adequate parking for TEAM 1ST's vehicle(s) in a location conducive to our access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, the customer will validate the parking ticket for TEAM 1ST's vehicle(s).
- **Merchandise Storage** – Once new merchandise sold and provided by TEAM 1st Technologies LLC for this installation has been delivered to the job site and signed for by a representative of the customer. The customer will assume responsibility for the secure storage of such merchandise until the completion of the installation.
- **Existing Equipment Documentation** – If this project entails installation and/or re-use of any existing equipment owned by the customer, the customer shall, at TEAM 1ST's request, provide TEAM 1st Technologies LLC with any documentation which TEAM 1st Technologies LLC may require in order to properly install and/or integrate that equipment into the new system.

TERMS AND CONDITIONS

1. PREVAILING TERMS AND CONDITIONS: These Terms and Conditions, together with any appendix or other document into which these Terms and Conditions are incorporated (the "Agreement"), form the entire agreement between TEAM 1st Technologies LLC (TEAM 1ST) and Customer as to the subject matter addressed herein (this "Agreement") and will become effective upon the execution of Customer. Requests for quotation, notification of acceptance or other purchasing documents provided by Customer concerning Products which are inconsistent with, different from or in addition to this Agreement are hereby rejected. In the event of a discrepancy in unit and extended pricing, the unit price will prevail.

2. PAYMENT TERMS: Subject to credit approval, the Customer shall pay within 30 days of invoice date. Systems orders are subject to a down payment with order. Systems where installation and completion of the project will extend over a period greater than 30 days from date of order will be subject to progressive billing. In such cases, TEAM 1ST will invoice for equipment received and assigned to the project. Progressive invoices will be due and payable according to our normal credit terms. If at any time, Customer fails to pay invoices when due, or if for any reason TEAM 1ST feels insecure in extending credit, TEAM 1ST may decline to provide further goods on credit. Any account payments shall not extinguish any unpaid portion of the subject invoices, despite any notation on or accompanying payment such as "in full payment" or "in full satisfaction," or words of similar effect. CUSTOMER UNDERSTANDS THAT THIS PROVISION CONSTITUTES A WAIVER OF RIGHTS UNDER APPLICABLE LAW.

3. FAILURE TO PAY: If the Customer fails to pay TEAM 1ST for products when due, then in addition to any other remedies available to TEAM 1ST under this Agreement or allowed by law for that default, Customer will pay TEAM 1ST an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and TEAM 1ST's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.

Failure by Customer to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, TEAM 1ST may, at its option, cause the entire unpaid balance to become immediately due and payable and TEAM 1ST shall have the right to enter at any time without notice upon the premises where any of the materials procured by Customer from TEAM 1ST are located and take possession, reclaim, and exercise any and all rights available at law or equity to TEAM 1ST with respect to the materials or collection of debt. ~~Customer hereby expressly waives any right to action that may accrue by reason of the entry for taking possession of or the selling of with respect thereto including service charges and reasonable attorneys' fees and court costs. Customer agrees to reimburse TEAM 1ST for all costs and expenses, including attorneys' fees and court costs, which TEAM 1ST may incur in connection with any federal or state insolvency proceeding commenced by or against Customer, including those seeking dismissal or conversion of the bankruptcy proceeding, or opposing confirmation of Customer's plan there under.~~

4. ADDITIONAL SECURITY FOR PAYMENT: Customer hereby agrees to execute such additional documents as TEAM 1ST may require from time to time including a personal and/or business guarantee and UCC Financing Statements. As collateral securing Customer's obligations, Customer grants to supplier a continuing security interest in all of Customer's accounts and all goods provided by TEAM 1ST to Customer (whether or not paid for by Customer).

5. APPROVAL OF ORDERS: All Customer purchase orders for Products under this Agreement are subject to acceptance by TEAM 1ST including, if appropriate, approval by TEAM 1ST Credit Department. Upon notice by TEAM 1ST, Customer will furnish TEAM 1ST such financial information as TEAM 1ST may reasonably request for this approval. TEAM 1ST may, in its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by TEAM 1ST.

6. DELIVERY: Delivery times shown on the quote are typical for the quoted equipment but may vary due to equipment availability and installation department workload. Relevant information regarding delivery and installation scheduling, if applicable, will be provided to you as soon as we receive it. TEAM 1ST will not be responsible for delivery delays due to product availability or express shipping charges to expedite delivery.

7. TRANSPORTATION COSTS: Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. TEAM 1ST will prepay these costs and invoice them to Customer.

8. TITLE AND RISK OF LOSS: Title and risk of loss of or damages to any Products will pass to Customer upon TEAM 1ST's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Customer directly to the carrier or the insurance Customer.

9. TAXES: The prices for Products indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Customer shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. TEAM 1ST will invoice Customer for any of these taxes TEAM 1ST is legally obligated to collect from Customer.

10. INSTALLATION: If applicable, installation will be performed during our normal working hours, 7:00 a.m. – 6:00 p.m., Monday through Friday unless otherwise noted on the quote. If installations are scheduled outside of normal business hours due to clients request then those hours will be billed at overtime rates. Installation schedules must be coordinated through our Installation Department. When delivery of all required equipment is confirmed, our Installation

Department will contact you to work out a firm installation schedule. If an installation must be rescheduled at your request, it will be moved to the next suitable opening in the Installation Department schedule. If upon arrival on the scheduled installation date TEAM 1ST is prohibited from working in the rooms the Customer will be responsible for all costs associated with rescheduling.

11. CHANGES/RETURNS: Due to the custom nature of Audio and Video equipment, customer-requested changes or changes to design once equipment is on-hand or in transit, may result in re-stocking charges to the Customer. Re-stocking charges will be assessed at the rate of 20% of the original purchase price. Any changes to the agreed-upon scope of work defined in the quote must be authorized in writing and will result in additional charges. These charges will be accomplished via a change order that must be completed and signed by both parties before any equipment or labor is provided as a result of the change in scope of work.

12. WARRANTY: TEAM 1st Technologies LLC warrants the system or systems it designs, sells, and installs to be free of defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the Work for its intended use. If during that time, the system fails to perform as specified due to defective materials or workmanship, TEAM 1ST will correct the problem at no additional charge. Owner's sole remedy for defects in workmanship in the system TEAM 1ST designs, sells, and installs shall be limited to repair and/or replacement. TEAM 1ST is not responsible for the condition or functionality of Owner's existing equipment.

All equipment contained in this system comes with complete manufacturers' warranties against defects in parts and workmanship. TEAM 1ST's warranty covers repair and replacement of all hardware on a "return to factory" basis. TEAM 1ST makes no warranty regarding the equipment used in the system, and does not assume any manufacturer's warranties for such equipment. **Please note:** TEAM 1ST will assist Owner in obtaining cure under manufacturers' warranties for system equipment for a period of one (1) year from the date of Substantial Completion at no cost to the Owner. However, without any further extended warranty contracts, service visits, manufacturers repair fees, shipping charges and bench time will be billed at the prevailing labor and travel rates. Service Agreements are available through the TEAM 1ST Service Department.

Limitations: This warranty does not apply to any appearance items of the product or to any product the exterior of which has been damaged or defaced. This warranty does not cover failure due to system or product misuse, abnormal service or handling, removal of Customer's media or replacement, improper operation, system alterations or modifications from TEAM 1ST's design or construction, or failure to maintain or use equipment in accordance with manufacturer recommendations. This warranty does not cover damage caused by fire, smoke, water, lightning, electrical surges or other damage caused by weather, natural disaster, or any outside forces. This warranty does not cover service calls that are the result of the mis-adjustment of the system or the connection of Owner's equipment to the system. This warranty does not include maintenance activities such as re-convergence of projections systems, re-programming of control systems or the replacement of projection lamps or other expendable items. TEAM 1ST is not responsible for "image burn" as a result of prolonged periods of static images being displayed on certain devices.

The duties of TEAM 1ST are limited to those expressly stated in this Agreement. TEAM 1ST MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ON THE SYSTEM OR ANY PARTS OR SERVICE RENDERED HEREUNDER. TEAM 1ST SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED, INCLUDING LOSS OF BUSINESS OPPORTUNITIES OR LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S DIFFICULTY WITH OR INABILITY TO USE THE SYSTEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT.

13. WAIVER: Either party's waiver of the other's default in its obligations under any terms or conditions of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

14. BONDING: If required TEAM 1ST can provide performance bonding for work covered under this Agreement. Cost for such bonding will be added to first progress invoice.

15. ENTIRE AGREEMENT: This Agreement and appendices to this Agreement supersedes, terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on attached schedules, quote summaries and/or change orders are by this reference incorporated in this Agreement.

See attached Signature line

Client: Joe Abeyta

Date:

Contractor: TEAM 1ST TECHNOLOGIES LLC

State of New Mexico LV/AV Lic# 380097

Date: