

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **forty five thousand dollars (\$45,000)**, such compensation not to exceed **\$45,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eighty seven thousand nine hundred and sixty nine dollars and fifty one cents (\$187,969.51). 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 those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to

renew for one additional year.


All other articles of this contract remain the same.

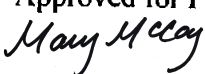
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:
By:  Date: Sep 16, 2020
Alan Webber, Mayor

Attest:
By:  Date: Sep 17, 2020
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC
GC

City Attorneys Office:
By:  Date: Sep 15, 2020
Marcos Martinez (Sep 15, 2020 10:13 MDT)
Senior Assistant City Attorney

Approved for Finances:
By:  Date: Sep 16, 2020
Mary McCoy, Finance Director

Contractor:
By: See Attached Date: _____
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001

Business License Number: #20-00124182

BU/Line Item: 2130521.510310

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: _____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001

Business License Number: #20-00124182

BU/Line Item: 2130521.510310 AL
AL

TOURISM

SANTA FE

To: Public Works Committee, Finance Committee, City Council
CC: Jarel Lapan-Hill, City Manager
From: Randy Randall, Tourism Santa Fe Director /S/
Date: March 27, 2020
Re: Contract Amendment #3 for Certified Folder Display Service, Inc.

ITEM:

Request for approval of Amendment #3 to the PSA with Certified Folder Display Service, Inc. in the amount of \$45,000 for brochure display and distribution in the surrounding areas, including delivery charges to Certified locations. This amendment is for FY 2021, and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will promote Santa Fe to the Albuquerque and Texas areas by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located around the following targeted cities: Albuquerque, Amarillo, Lubbock, Midland, El Paso, Dallas, and Houston. Amendment #3 will extend the term and compensation amount for FY21.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Certified Folder Display Service, Inc. Funds will be taken from 2130521.510310 in the amount of \$45,000.

Munis Contract Number: 3200265



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 Certified Folder Display Services, Inc.

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$44,851.51

Termination Date: June 30, 2019

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Distribution of SF Visitor's Guides to surrounding areas for FY 2019

Amendment # 3 to the Original Contract# 18-0548

Increase/(Decrease) Amount \$ \$15,000.00

Extend Termination Date to: June 30, 2021

☒ Approved by Council June 12, 2019

☐ or by City Manager Date: _____

Amendment is for: Distribution Services for FY 2021

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ 48,118.00 of original Contract# #1 to #18-0548 Termination Date: 6/30/2019
Reason: increase compensation

Amount \$ 50,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: Distribution services for FY 2020

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$192,969.41



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

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

RFP# 18/36/P Date: April 6, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 3 of 4 years
example: (First year of 4 year contract)

Frank Dunaway (Aug 3, 2020 08:15 MDT)

Purchasing Officer Review

Issued Bid - 3rd year of 4 yr. contract.

Comments or Exceptions: _____

7 Funding Source: CVB Service Contracts

BU/Line Item: 8130521 510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:07 MDT)

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: Antoinette Armijo-Rougemont

Phone # x6210

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:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Display Services, Inc;

Procurement Title: Brochure Display and Distribution Services

Solicitation RFP#: '18/36/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

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"/>	Evaluation Committee Report
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Frank Dunaway
Frank Dunaway (Aug 3, 2020 08:15 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Pricing evaluation
 Final overall evaluation matrix or summary of evaluator scores
 Other: _____

AWARD*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Fully executed Memo to Committees from the Department with recommendation of award
 Winning proposal (this is a copy that has all confidential/proprietary information excluded)
 Contract Award Notice
 Email or notification sent to all Proponent(s)/Offerors that award was made
 Waiver or "No Action Taken" from Procurement Office
 If IFB and not awarded to lowest responsive, responsible bidder; written explanation
 Other: _____

DISCLOSURES*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contractor Disclosures & Conflicts of Interest
 Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor -Conflicts of Interest
 Purchasing Office Letter or e-mail to designated individual regarding potential conflict
 Conflict of Interest Form signed by all parties
 Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures
 Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor -Conflicts of Interest
 Purchasing Officer Letter or email to designated individual regarding potential conflict
 Conflict of Interest form signed by all parties
 Letter from Legal Office regarding the potential conflict
 Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Local Preference Form
 New Mexico Residence Form
 Veterans Exemption
 Other: _____

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

PROTEST (If applicable)*

*

YES N/A

☐
☐
☐
☐

☐
☐
☐
☐

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

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

YES

N/A

☐

☐

Original proposal (s) with no redactions

Jordan Guenther, Marketing Director

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2020

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
McGriff Insurance Services
4480 Willow Road Suite 110
Pleasanton CA 94588

CONTACT NAME: Ligia Hubbell
PHONE (A/C No. Ext): (925) 598-2038 FAX (A/C No): 888-770-1945
E-MAIL ADDRESS: LHubbell@mcgriffinsurance.com

INSURED
Certified Folder Display Service, Inc.
1120 Joshua Way
Vista, CA 92081-7835

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co of America	25674
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 361265179

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 INSR (N/D) (N/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	Y	6303A285929TIL20	6/29/2020	6/29/2021	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG	\$2,000,000
		OTHER:							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	Y	Y	8101N46878220	6/29/2020	6/29/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	CUPSJ85948920	6/29/2020	6/29/2021	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 0						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	N/A	UB7K32580220	6/29/2020	6/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							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

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

Certificate Holder is an Additional Insured with regards to the General Liability policy per the attached endorsement form CGD4580219 and Auto policy per the attached endorsement form CAT3530215.

Waiver of Subrogation applies to the General Liability policy per the attached endorsement form CGD4580219 and Auto Policy per the attached endorsement form CAT3530215 and Workers Compensation per endorsement form WCC00313.

This Insurance is primary or primary and non-contributory per the attached endorsement form CGT1000219.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road, Bldg. H
Attn: Shirley Rodriguez, Purchasing Officer
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ligia Hubbell

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020
FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:

Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the amount of \$45,000 for SF Visitor's Guide Distribution Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:

Finance Committee (scheduled): 08/17/2020

Quality of Life Committee (scheduled): 08/19/2020

Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

h) Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the amount of \$45,000 for SF Visitor's Guide Distribution Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:

Quality of Life Committee (scheduled): 08/19/2020

Finance Committee (scheduled): 08/31/2020

Governing Body (scheduled): 09/09/2020

Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. Compensation.

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of fifty thousand dollars (\$50,000), such compensation not to exceed \$50,000 including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty two thousand nine hundred and sixty nine dollars and fifty one cents (\$142,969.51). 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 those services in excess of the total compensation amount being provided.

5. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2020, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years.

All other articles of this contract remain the same.

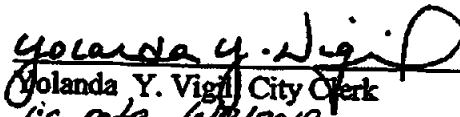
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: 
Alan Webber, Mayor

Date: 6/13/19

Attest:

By: 
Yolanda Y. Vigil City Clerk
cc mtg. 6/14/2019
Approved as to Form:

Date: 6-19-19

By: 
Erin K. McSherry, City Attorney

Date: 5/10/19

Approved:

By: 
Mary McCoy, Finance Director

Date: 6/13/19

Contractor:

By: 
Jay Anderson, District Sales Manager

Date: 6/20/19

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001

Business License Number: #19-00124182

BU/Line Item: 22108.510310

ITEM # 19-0288

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc. hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

3. Compensation

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Eight Thousand One Hundred Eighteen Dollars (\$48,118.00), inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By:


Erik J. Litzenberg, City Manager

Date:

4/10/10

Attest:

By:


Yolanda Y. Vigil, City Clerk

Date:

4-19-19

Approved as to Form:

By:


Erin K. McSherry, City Attorney

Date:

3/22/19

Approved:

By:

Mary McCoy
Mary McCoy, Finance Director

Date:

4/9/19

Contractor:
Certified Folder

By:

Jay Anderson
Name & Title District Sales Manager

Date:

4/18/19

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

22108.510310

BU 4 line

02044154001

CPS NUMBER

19-00124182

BUSINESS REG #

ITEM # 18-0548

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Certified Folder Display Service, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. The contractor shall promote Santa Fe to New Mexico and the surrounding region by distributing our Santa Fe Travel Planners to over 1,500 visitor orientated brochure racks located in and around targeted cities in New Mexico, Texas, Oklahoma, Arizona, and Colorado.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Four Thousand Eight Hundred Fifty One Dollars and Fifty One cents (\$44,851.51), inclusive of applicable gross receipts taxes as described in

Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective on July 1, 2018, and shall terminate on June 30th, 2019, unless sooner pursuant to Article 6 below. There will be an option to renew for up to three additional years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

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

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT: SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
PO Box 909
Santa Fe, NM 87504-0909

Certified Folder Display Service, Inc.:
1120 Joshua Way
Vista, California 92081

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

CITY OF SANTA FE:


ERIK LITZENBERG,
INTERIM CITY MANAGER

DATE: 5/23/18

CONTRACTOR:

Certified Folder Display Ser., Inc.


BILL DEERING,
SENIOR VICE PRESIDENT

DATE: 5/29/18

CRS# 02044154001
City of Santa Fe Business
Registration # 18-00124182

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/9
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

Kent DeYoung AM
KENT DEYOUNG INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item



CERTIFIED
FOLDER DISPLAY
SERVICES, INC.
125 PERSON: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

REF: 18-0108830

FEDERAL TAX ID:

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: randy@sanfefnm.gov

ADDRESS1: 201 West Marcy Street

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

NEW ADDRESS:

☐

CITY:

STATE:

PHONE:

NEW ADDRESS:

☐

CITY:

STATE:

PHONE:

DATE: 05/07/2018

CONTRACT: 18-0107922

START DATE: 07/01/2018

END DATE: 06/30/2019

REV: 00001

NAME OF BROCHURE / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE

DISTRIBUTION PROGRAM AREA

SPOTS START DATE END DATE

MONTHLY FEE

OVERALL

SPOT

PACKAGE

NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on this form and befalls of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature:

Name (print):

Title:

Date:

APPROVED BY (Certified Folder Display corporate client)

Signature:

Name (print):

Title:

Date:

Print Date: May 07, 2018 at 11:42 AM

White Copy - Corporate Yellow Copy - Advertiser Pink Copy - Salesperson

Page: 2 of 2

CM7001S rev. 10/20/16

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for this program. Invoices for the month of service are provided.

Month	Jun	Jul	Aug	Sept	Oct	Nov
Rate	4,034.91	4,034.91	4,034.91	4,019.73	4,019.73	4,019.73
Month	Dec	Jan	Feb	Mar	Apr	May
Rate	4,019.73	4,019.78	3,162.01	3,162.01	3,162.01	3,162.02

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one)

☐ Yes

☐ No (0.00% on all applicable programs)

TOTAL PREPAID FEE

TOTAL NET FEE: 44,298.15
APPLICABLE SALES TAX: 553.35
TOTAL FEE: 44,851.50

TOTAL NET FEE: 44,298.15

0.00

SUBTOTAL: 44,298.15

APPLICABLE SALES TAX: 553.35

TOTAL: 44,851.50

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.



CERTIFIED
FOLD-OUT DISPLAY
800-850-8500 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • 760.727.5100 fax 760.727.5183 (800) 799-7373 www.certifieddisplay.com

DISTRIBUTION SERVICE AGREEMENT

REF: 18-0108829

FEDERAL TAX ID:

ADVERTISER ID: 127010

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: randy@santafecn.gov
ADDRESS: 201 West Marcy Street
NEW ADDRESS:

PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS: 201 West Marcy Street
NEW ADDRESS:

DATE: 08/30/2020
CONTACT: 18-0108825
START DATE: 07/01/2019
END DATE: 08/30/2020
REV: 00001

STABLE-REP BROCHURE / PUBLICATIONS

Santa Fe Travel Packages

INVENTORY ID NUMBER: 009270

CITY: Santa Fe
STATE: NM ZIP: 87601
PHONE: (505) 855-8209 FAX: (505) 855-8222

WE WILL distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SLOTS	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERSIZ	GOVT	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque-40-Magazines	163	07/01/19	08/30/20	810.00	12	9,720.00	-1,282.78	-421.38	-480.38	7,525.53
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/19	08/30/20	380.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/19	08/30/20	380.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/MO	Midland - Magazines	130	07/01/19	08/30/20	845.00	12	7,740.00	-1,029.42	-335.83	-382.50	5,992.55
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/19	08/30/20	480.00	12	5,760.00	-789.08	-249.70	-284.85	4,459.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/19	08/30/20	175.00	12	2,100.00	-279.30	-91.04	-103.78	1,626.89
1-VM-11-CN/OKC	Oklahoma City - Modified	247	07/01/19	08/30/20	875.00	12	10,500.00	-1,388.60	-455.18	-518.90	8,129.43
1-VM-12-RID	Denver - Magazines	37	07/01/19	08/30/20	225.00	3	675.00	-88.78	-29.26	-33.38	622.81
1-CI-12-RUC	Denver/Colorado Springs Corporate - Magazine	241	07/01/19	08/30/20	135.00	12	1,620.00	-215.48	-70.23	-80.06	1,254.26
1-VM-12-SW/IF	Arizona I-40/Grand Canyon - Magazines	52	07/01/19	02/29/20	880.00	8	6,880.00	-915.04	-289.25	-340.00	5,326.71
1-CI-12-SW/IF	Phoenix Area-Corporate-Magazines	39	10/01/19	08/30/20	270.00	8	2,160.00	-287.28	-93.84	-108.74	1,672.34
1-CI-12-SW/DAL	Dallas Corporate - Magazines	1	07/01/19	08/30/20	205.00	9	1,845.00	-245.39	-79.98	-81.18	1,428.46
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico				0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED**FOLDER DISPLAY****SERVICE INC.**

JAY ANDERSON: 861300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 797-5100 fax: (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT**RENEWAL**

ADVERTISER ID: 127010
 ADVERTISER: Santa Fe CVB
 CONTACT: Randy Randall, Executive Director
 EMAIL: randy@santefnm.gov
 ADDRESS: 201 West Marcy Street
 ADDRESS2:
 CITY: Santa Fe
 STATE: NM ZIP: 87501
 PHONE: (505) 955-6208 FAX: (505) 955-6222

FEDERAL TAX ID:
 PO NUMBER:
 BILL TO:
 ADVERTISER: Santa Fe CVB
 CONTACT: Randy Randall
 WEB SITE: santafe.org
 ADDRESS: 201 West Marcy Street
 ADDRESS2:
 CITY: Santa Fe
 STATE: NM ZIP: 87501
 PHONE: (505) 955-6209 FAX: (505) 955-6222

DATE: 06/07/2018
 CONTRACT: 18-0108825 REV: 00001
 START DATE: 07/01/2019
 END DATE: 06/30/2020

NAME OF BROCHURE / PUBLICATION:
 Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE DISTRIBUTION PROGRAM AREA

#ISS START DATE END DATE MONTHLY FEE #MONTHS GROSS FEE OVERSEA GOVT BACKLOG NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display representative office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 11:33 AM

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,116.61	4,115.61	4,115.62	4,100.13	4,100.13	4,100.13
Dec	Jan	Feb	Mar	Apr	May
4,100.13	4,100.14	3,225.25	3,225.25	3,225.25	3,225.25

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one)

☐ Yes

☐ No

(0.00% on all applicable programs)

0.00

SUBTOTAL 45,184.14

APPLICABLE SALES TAX 564.41

45,748.55

All fees billed 30 days in advance of service

White Copy - Company Yellow Copy - Advertiser Pink Copy - Subvertiser

Page: 2 of 2

CF070018 rev. 10/29/16



ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: randy@santafenm.gov
ADDRESS: 201 West Marcy Street
ADDRESS:
CITY: Santa Fe
STATE: NM ZIP: 87601
PHONE: (505) 855-6209 FAX: (505) 855-6222

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-5183 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

FEDERAL TAX ID: REF: 18-0108826

PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS: 201 West Marcy Street
ADDRESS:
CITY: Santa Fe
STATE: NM ZIP: 87601
PHONE: (505) 855-6209 FAX: (505) 855-6222

RENEWAL

DATE: 06/07/2018
CONTRACT: 18-0108826 REF: 80001
START DATE: 07/01/2020
END DATE: 06/30/2021

NAME OF ADVERTISER / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 008270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OFFSET	GOVT	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque-40 -Magazines	163	07/01/20	06/30/21	810.00	12	9,720.00	-1,245.00	-425.25	-403.99	7,675.76
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/MO	Midland - Magazines	130	07/01/20	06/30/21	645.00	12	7,740.00	-967.50	-338.63	-321.69	6,112.18
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/20	06/30/21	480.00	12	5,760.00	-720.00	-252.00	-239.40	4,548.60
1-CT-12-SW/HO	Houston-Corporate-Magazines	36	07/01/20	06/30/21	175.00	12	2,100.00	-262.50	-61.86	-57.28	1,658.34
1-VM-11-CN/OKC	Oklahoma City - Modified	0	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/20	06/30/21	875.00	12	10,500.00	-1,312.50	-469.36	-436.41	8,291.72
1-VM-11-SW/AR	Arlington - Modified	37	07/01/20	06/30/20	225.00	3	675.00	-84.36	-29.63	-28.05	533.04
1-CT-12-R/C	Denver/Colorado Springs Corporate - MagazIn	241	07/01/20	06/30/21	135.00	12	1,620.00	-202.50	-70.86	-67.33	1,279.29
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	62	07/01/20	02/28/21	860.00	8	6,880.00	-860.00	-301.00	-285.85	5,433.05
1-CT-12-SW/P	Phoenix Area-Corporate-Magazines	39	10/01/20	02/28/21	270.00	8	2,160.00	-270.00	-84.50	-88.78	1,705.72
1-CT-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/20	06/30/21	205.00	9	1,845.00	-230.63	-80.72	-78.68	1,455.97
2-VT-TB-SW/NM	V/Tops Top Banner Ad - New Mexico	1	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00



CERTIFIED
FOLDER DISPLAY
SERVICE, INC.
ADVERTISER: 061300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedholder.com

DISTRIBUTION SERVICE AGREEMENT

REF: 18-0108825

FEDERAL TAX ID:

PO NUMBER: 127010

BILL TO: Santa Fe CVB

ADVERTISER: Randy Randall, Executive Director

CONTACT: randy@santeferm.gov

WEB SITE: santafe.org

ADDRESS: 201 West Marcy Street

NEW ADDRESS: ☐

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-8209 FAX: (505) 955-8222

INVENTORY ID NUMBER: 009270

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

DATE: 05/07/2018 CONTRACT: 18-0108829 REV: 00001

START DATE: 07/01/2020 END DATE: 08/30/2021

WE will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER:

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

Print Date: May 07, 2018 at 11:36 AM

White Copy - Corporate Yellow Copy - Advertiser Pink Copy - Subscriptions

Page: 2 of 2

CFD70016 rev. 10/20/18

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Month	Jun	Jul	Aug	Sept	Oct	Nov
Amount	4,197.80	4,197.80	4,197.80	4,182.01	4,182.01	4,182.01
Prepaid	4,182.01	4,181.98	3,289.86	3,289.86	3,289.66	3,289.39

PREPAID OPTION

PREPAID DISCOUNT (Please check one)

☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL PREPAID FEE

TOTAL NET FEE: 46,088.15

APPLICABLE SALES TAX: 575.88

TOTAL FEE: 46,664.03

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

SUBTOTAL: 46,088.15

APPLICABLE SALES TAX: 575.88

TOTAL NET FEE: 46,088.15



CERTIFIED
FOUNDER DISPLAY
SERVICE, INC.

SALES PERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: randy@santafenm.gov

ADDRESS: 201 West Marcy Street

ADDRESS2:

CITY: Santa Fe

STATE: NM

ZIP: 87501

PHONE: (505) 955-8209

FAX: (505) 955-8222

FEDERAL TAX ID:

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS: 201 West Marcy Street

ADDRESS2:

CITY: Santa Fe

STATE: NM

ZIP: 87501

PHONE: (505) 955-8209

FAX: (505) 955-8222

DISTRIBUTION SERVICE AGREEMENT

TERMINAL

DATE: 06/07/2016

CONTRACT: 18-0108833

START DATE: 07/01/2021

END DATE: 06/30/2022

NAME OF READER / PUBLICATION:

Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#STKS	START DATE	END DATE	MONTHLY FEE	#MONTHS	GRAND FEE	OVERLAP	90% FEE	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque/40 - Magazines	163	07/01/21	06/30/22	810.00	12	9,720.00	-1,044.90	-433.76	-412.07	7,829.28
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/21	06/30/22	390.00	12	4,680.00	-603.10	-208.86	-198.40	3,768.68
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/21	06/30/22	390.00	12	4,680.00	-603.10	-208.86	-198.40	3,768.68
1-VM-12-SW/MO	Midland - Magazines	130	07/01/21	06/30/22	645.00	12	7,740.00	-832.08	-346.40	-328.13	6,234.42
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/21	06/30/22	480.00	12	5,760.00	-619.20	-257.04	-244.18	4,639.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	38	07/01/21	06/30/22	175.00	12	2,100.00	-225.76	-83.71	-89.03	1,691.51
1-VM-11-CN/OKC	Oklahoma City - Modified	247	07/01/21	06/30/22	875.00	12	10,500.00	-1,128.75	-468.66	-445.13	8,457.55
1-VM-12-RD	Denver - Magazines	37	07/01/21	06/30/21	225.00	3	675.00	-72.56	-30.12	-28.62	543.70
1-VM-11-SW/AR	Arlington - Modified	37	07/01/21	06/30/21	135.00	12	1,620.00	-174.15	-72.29	-68.88	1,304.88
1-VM-12-RV	Denver/Colorado Springs Corporate - Magazines	241	07/01/21	02/28/22	860.00	8	6,880.00	-739.60	-307.02	-291.67	5,541.71
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	52	07/01/21	02/28/22	270.00	8	2,160.00	-232.20	-98.39	-91.57	1,739.84
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	39	10/01/21	06/30/22	205.00	9	1,845.00	-198.34	-82.33	-78.22	1,486.11
1-CI-12-SW/DAL	Dallas Corporate - Magazines	1	07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico										



CERTIFIED
FOLDER DISPLAY
SERVICES, INC.
SALES PERSON: 081300 - Jay Anderson

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

FEDERAL TAX ID: _____
REF: 18-0108829

ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: randy@santafenm.gov
ADDRESS: 201 West Marcy Street
ADDRESS2: _____
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6208 FAX: (505) 955-6222

ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
ADDRESS2: _____
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6208 FAX: (505) 955-6222

DATE: 06/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

DISTRIBUTION PROGRAM AREA

#SPTS START DATE END DATE MONTHLY FEE #SPTS MONTHLY FEE #SPTS MONTHLY FEE NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____

Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 07, 2018 at 12:53 PM

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Next bill is normally billed 30 days in advance of the following billing cycle. Billing cycle is provided for the month indicated. Payment due date is provided.

Jun	4,281.74	Jul	4,281.74	Aug	4,281.74	Sept	4,285.63	Oct	4,285.63	Nov	4,285.63
Dec	4,285.63	Jan	4,285.63	Feb	3,355.44	Mar	3,355.44	Apr	3,355.44	May	3,355.30

TERMINATION OPTION

PREPAREMENT DISCOUNT (Please check one)

☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL PREPAREMENT FEE

TOTAL NET FEE: 47,007.87

APPLICABLE SALES TAX: 587.20

TOTAL FEE: 47,595.07

TOTAL NET FEE: 47,007.87

APPLICABLE SALES TAX: 587.20

TOTAL FEE: 47,595.07

All fees billed 30 days in advance of service. Whole Copy - Corporate Value Copy - Advertiser Pick Copy - Subsequent

Page: 2 of 2

CF070018 rev. 10/28/16

Signature: Geralyn Cardenas
Geralyn Cardenas (Sep 16, 2020 13:56 MDT)

Email: gfcardenas@santafenm.gov











GB TOURISM 20-0466 Certified Folder Display Service, Inc - not executed

Final Audit Report

2020-09-17

Created:	2020-09-15
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArkjdJwhlDdV1A2uhf_QpZ0P8gdc9ntR-

"GB TOURISM 20-0466 Certified Folder Display Service, Inc - not executed" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-09-15 - 8:55:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-09-15 - 8:57:48 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-09-16 - 7:10:48 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-09-16 - 7:51:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2020-09-16 - 7:51:25 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2020-09-16 - 7:55:34 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2020-09-16 - 7:56:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-09-16 - 7:56:02 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-09-16 - 8:51:11 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-09-16 - 8:51:40 PM GMT - Time Source: server- IP address: 63.232.20.2



Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-09-16 - 8:51:42 PM GMT



Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-09-17 - 9:28:22 PM GMT- IP address: 104.47.65.254



Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-09-17 - 9:28:36 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2020-09-17 - 9:28:36 PM GMT