



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** November 24, 2020

**TO:** Jarel LaPan Hill, City Manager

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Kyra R. Ochoa, Community Services Director

**FROM:** Gail L. Vigil, Contracts Administrator

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### ITEM AND ISSUE:

Ardham Technologies Inc., CES (Cooperative Educational Services) agreement request for the approval of Software agreement in the Total amount of \$44,561.19 for purchase of 67 Absolute Home & Office Premium 3-year license, Deep Freeze Cloud ultimate 3 year subscription, Sophos Central intercept X advanced 3 year subscription, Microsoft office 2019 home & business box pack for the Library. Term 12/01/20-12/01/2023; Ardham Technologies Inc.  
Gail L. Vigil, [glvigil@santafenm.gov](mailto:glvigil@santafenm.gov) 505-955-6789

### BACKGROUND AND SUMMARY:

The Library, as part of its mission to the public, provides access to a variety of educational materials for the Community of Santa Fe. Due to the Covid-19 Pandemic and Library closures, the Library has had to develop new & creative ways to serve our Community. Using CARES ACT FUNDS, the Library has developed a new program where our community can check out laptops for those that don't have access to computers and or internet. Ardham Technologies Inc. will be providing the Library with software for 67 laptops which will include: 67 Absolute Home & Office Premium 3-year license, Deep Freeze Cloud ultimate 3 year subscription, Sophos Central intercept X advanced 3 year subscription, Microsoft office 2019 home & business box pack for Laptops to help better serve our community.

### PROCUREMENT METHOD:

CES (Cooperative Educational Services) Agreement

### CONTRACT NUMBER:

The FY20/21 Munis contract number is 3202432

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Library Programs/Fund 251

**Munis Org Name/Number:** Library Programs/2510101

**Munis Object Name/Number:** Software Subscriptions/530710

### ACTION REQUESTED:

Community Services/Library respectfully requests your review and approval.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202432

Contractor: Ardham Technologies Inc.

Description: Software for 67 Laptops Using CARES ACT FUNDS- CARES20LIB  
67 Absolute home & office premium 3 yr,deep freeze Cloud 3 yr subsc.,Sophos Central  
Intercept X advanced 3 yr subsc, Microsoft office 2019 home & business

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 12/01/2020 Term End Date: 12/01/2023

☐ Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** Quote CES Contract

  
Alexis Lotero (Nov 30, 2020 09:02 MST)

Nov 30, 2020

Purchasing Officer Review:

Date:

Comment & Exceptions: CARE ACT FUNDS-Use of CES Price Agreement

4. **Funding Source:** Library programs - GO BOND

Org / Object: 2510101.530710

  
Alexis Lotero (Nov 24, 2020 13:21 MST)

Nov 24, 2020

Budget Officer Approval:

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Gail L. Vigil Phone # 505-955-6789

Email: glvigil@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



City of Santa Fe Contract  
Software Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Ardham Technologies Inc. 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. "You" and "your" refers to **Ardham Technologies Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide the following (see attachment 1: Quote 015392):  
67- Absolute home & office premium 3 year license  
67- Deep freeze cloud ultimate 3 year subscription  
67- Microsoft Office 2019 Home & Business  
67 Sophos Central Intercept X Advanced subscription license 1 user – 3 year  
Price level (50-99) License – Mac, PC

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item in Attachment 1: Quote 015392

The total compensation under this Agreement shall not exceed Forty four thousand, five hundred sixty one dollars and nineteen cents (\$44,561.19) including New Mexico gross receipts tax

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 12/01/2023. 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. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** 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.

34. **Impracticability 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.

35. **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.

36. **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.

37. **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:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) 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:

- 1) 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;
  - 2) replace or modify the product or service so that it becomes non-infringing;
- or,

3) 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.

38. **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.

39. **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.

40. **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.

41. **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:           City of Santa Fe Library  
Maria E. Tucker, Library Director  
145 Washington Ave.  
Santa Fe, NM 87501  
metucker@santafenm.gov

To the Contractor:   Ardham Technologies Inc.  
5411 Jefferson St., NE Suite 200  
Albuquerque, NM 87109  
505-872-9040

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:   Ardham Technologies Inc.  
5411 Jefferson St., NE Suite 200  
Albuquerque, NM 87109  
505-872-9040

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.

42. **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:

CONTRACTOR:  
Ardham Technologies Inc.

Jarel LaPan Hill  
Jarel LaPan Hill (Dec 1, 2020 11:29 MST)

JAREL LaPAN HILL, CITY MANAGER

DATE: Dec 1, 2020

Shay Daves *Shay Daves*  
NAME

Director of Operations  
TITLE

DATE: 11/23/2020  
CRS# 42-1672462  
Registration # 7788

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

XIV  
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 23, 2020 13:30 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Org.Name/Org.#



Ardham Technologies, Inc.  
5411 Jefferson St NE Suite 200  
Albuquerque, NM 87109  
P: (505) 872-9040  
W: <http://www.ardham.com>

## Software for Laptops

### Prepared For:

**Name:** Maria Sanchez-Tucker  
**Company:** Santa Fe Public Library  
**Address:** 145 Washington Ave  
Santa Fe, NM 87501  
**Phone:** (505) 955-6788  
**Email:** metucker@santafenm.gov

### Quote Information

**Quote #:** ESTQ-015392  
**Created:** 11/06/2020  
**Expires:** 12/04/2020  
**Rep:** Rene Bustillo  
**Email:** rbustillo@ardham.com  
**Phone:** (505) 872-9040

Products	Item	Price	Qty	Ext. Price
Absolute Home & Office Premium - subscription license (3 years) - 1 license	LJP-RE-D6-EF-36	\$106.69	67	\$7,148.23
Deep Freeze Cloud Ultimate 3 Year Subscription	CBU0.NA1LA.SL1. G01.SN	\$168.52	67	\$11,290.84
Sophos Central Intercept X Advanced - Subscription License - 1 User - 3 Year - Price Level (50-99) License - Mac, PC	CIXG3CSAA	\$98.84	67	\$6,622.28
Microsoft Office 2019 Home & Business - Box Pack - 1 PC/Mac - Medialess - English - PC, Intel-based Mac	T5D-03341	\$242.49	67	\$16,246.83
Contract Reference CES 2020-25N-C113.-ALL Software minimum discount from MSRP 3%				

**Products Subtotal** **\$41,308.18**

Recap	Amount
Products	\$41,308.18
<b>Subtotal</b>	<b>\$41,308.18</b>
<b>Tax</b>	<b>\$3,253.01</b>
<b>Total</b>	<b>\$44,561.19</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This offer to sell the listed product(s) is subject to product availability. In the event prices are raised to Ardham, the price herein may be subject to change. NET30 payments terms may be offered once credit has been approved, otherwise, prepayment may be necessary. Major credit cards are welcome; a 3% convenience fee will be added. Return policy varies based on manufacturer terms. Microsoft pricing is only valid during the month in which it is quoted.

Signature

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2020

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).

<b>PRODUCER</b> Daniels Insurance, Inc.-Albg. 320 Gold Avenue SW, Suite 700 Albuquerque NM 87102		<b>CONTACT NAME:</b> Ed Risley <b>PHONE</b> (A/C, No, Ext): (505) 766-9676 <b>E-MAIL</b> ADDRESS: tsponce@danielsinsuranceinc.com		<b>FAX</b> (A/C, No): (505) 766-9679
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Lloyds of London		
		<b>INSURER B:</b> ACE Property and Casualty Insu		20699
		<b>INSURER C:</b> Chubb Indemnity Insurance Comp		12777
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 28313 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		D95461074	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		D95461232	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71788698	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber/Network Liab		WG00001189AB	06/01/2020	06/01/2021	Cyber Liability - Limit \$ 1,000,000
A	Cyber/Network Liab		WG00001189AB	06/01/2020	06/01/2021	Cyber Liability - Retention \$ 10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General Liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Umbrella/Excess Liability follows form.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  2651 Siringo Rd  Santa Fe NM 87504	<b>CANCELLATION</b>  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 
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## Contract Award Letter

March 19, 2020

Ardham Technologies, Inc.  
5411 Jefferson NE Suite 200  
Albuquerque, NM 87109

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

**2020-25N-C113-ALL Information Technology and Related, Products and Services**

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2020-25 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the RFP documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA. **(March 19, 2024.)**

***It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.***

Sincerely Yours,

Cooperative Educational Services

A handwritten signature in dark ink, appearing to read "David Chavez", is written over a light blue horizontal line.

David Chavez  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

## **ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD**

RFP NUMBER: 2020-25

RFP DESCRIPTION: Information Technology and Related, Products and Services

CONTRACT NUMBER: 2020-25N-C113-ALL

### **CONTRACT**

This contract award is being made by Cooperative Educational Services (“CES”), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 20th day of April 2020, to Ardham Technologies, Inc. with its principal office located at 5411 Jefferson St. NE, Ste. 200, Albuquerque, NM 87109, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

### **RECITALS**

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (“Contract Holder”) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, ( 13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

### **CONTRACT TERMS**

1. The initial contract term shall be for four (4) calendar years from the effective contract award date April 20, 2020 through April 19, 2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to

NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

David Chavez

Printed Name

By:



Executive Director

Ardham Technologies, Inc.

Shay Daves

Printed Name

DocuSigned by:

By:



4/24/2020

11891685F61742D...

Title: Operations Manager

**ATTACHMENT A  
TO  
ACCEPTANCE OF PROPOSAL AND OFFER  
AND CONTRACT AWARD**

**SCOPE OF WORK**

The purpose of this publicly competed solicitation, and resulting contract, is to establish a cost-effective Master Agreement (“Agreement”) which complies with our Members’ procurement requirements and will provide CES Members and Participating Entities with, but not limited to equipment, planning, design, engineering, installation, integration, support, training, licensing (as applicable), parts, software, repair, service, hosted solutions, managed services, etc. of new or existing equipment and systems in the areas of, but limited to networking, telecommunications (LAN/WAN; wired and wireless, other unified communications), telephony, intercom, audio/video, CCTV/ IP, security, time management, detectors, (class)room electronic devices and management (pedagogical, notification, smart building et al), and other related systems.

*\*Omissions in RFP 2020-25 Information Technology and Related, Products and Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services*

**ATTACHMENT B  
TO  
ACCEPTANCE OF PROPOSAL AND OFFER  
AND CONTRACT AWARD**

**PRICING**

- A. CES Members and Participating Entities will pay for products and services at the rates set forth in Attachment B.
- B. Any subsequent price changes or introduction of new products or services must be reviewed and approved by CES.
- C. **New Technology and Products:** New products or related services announced by the manufacturer and / or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES can reject any additions, without cause.

CES RFP # 2020-25 Information Technology and Related, Products and Services		Cost Matrix - Line Item Pricing for Evaluation Purposes										Instructions: • Complete this sheet in its entirety, as applicable, and upload with your proposal response. • Do not alter this spreadsheet or the system will not recognize it or accept. • All pricing must include CES 1.25% Administration Fee • Read instructions doc. In the Cost Proposal tab under Response Format									
Company Name:		Ardham Technologies, Inc.																			
Product Name		Product Description										Unit of Measure									
Switch (networking) - Cost per unit		Based on one 48-port ethernet networking switch, gigabit, Half-Duplex, Full-Duplex, managed										ea.									
Firewall (networking) - Cost per unit		Based on one Firewall, 16-port, 1Gbps										ea.									
UPS (networking) - Cost per unit		Uninterruptible Power Supply, rackmount 2U, 3000VA, LED status display										ea.									
Server (networking)- Cost per unit		Rack server, two-socket, Windows Server 2019, Intel Xeon 2nd Generation processor, 4 TB SATA										ea.									
Network Systems Development and Design Consultant		A professional with experience and background in evaluating, consulting, designing and developing proposed solutions.										Cost per hour									
Level I (remote)		Technician certified to provide IT help desk support • Labor Rates for projects not requiring NM Wage Rates or Davis Bacon										Cost per hour									
Level II (remote)		Technician certified to provide IT network support • Labor Rates for projects not requiring NM Wage Rates or Davis Bacon										Cost per hour									
Level III (remote)		Technician certified to provide IT network engineering support • Labor Rates for projects not requiring NM Wage Rates or Davis Bacon										Cost per hour									
Managed Services		Technician certified to provide IT network engineering support • Labor Rates for projects not requiring NM Wage Rates or Davis Bacon										Cost per hour									
Level I (onsite)		Labor - Certified technician who can install,deploy helpdesk-type services. • Labor Rates for projects not requiring NM Wage Rates or Davis Bacon										Cost per hour									
Travel time RT		Travel time round trip from home location to worksite within the region for project not requiring State of NM or Federal Wage Rates - percent of regular time										Percent									
Per diem rate		Per diem rate - meals and lodging per 24 hour period										Per Day									
Mileage rate		Mileage rate for company-owned vehicles (car/medium duty truck)										Per Mile									
Offeror's Support for CES Pricing		Offeror's Support for CES Pricing, Percent of difference between CES price and individual entity price. This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate.										Percent									
Payment & Performance Bond Cost												Percent									
Alternative Costing O/P		Alternative Methods of Costing - percent of overhead/markup and profit added to cost										% of O/P									
Alternative Costing CES Discount		Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount										% of discount									



WAN / LAN equipment	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Telephony (Unified Communications)	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Security (CCTV / IP cameras, etc.), Software and Supplies	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Instructional (classroom) Audio and Video solutions / systems, software and products	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Time Management (clocks) Systems, Software and Supplies	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)								
Fire and Security Alarm Systems, Software and Supplies	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)								
Detectors	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)								
Room (incl. classroom) electronic devices and management systems (pedagogical, notification, smart building et al), Software and Supplies	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)								
VoIP Manufacturer Support	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Software Maintenance Agreements	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Discount off manufacturer's catalog or other price list(s)	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Training Fee on equipment offered	(name manufacturer in pricing pages to be uploaded as "Additional Pricing" in the "attachments" section	Cost per hour	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00

**Signature:** Xavier Vigil  
Xavier Vigil (Dec 1, 2020 09:37 MST)

**Email:** xivigil@santafenm.gov











# CM LIBRARY ARDHAM SOFTWARE SUBSCRIPTION


Final Audit Report


2020-12-01


Created:	2020-11-24
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0ya9J73gDI1x-7xp5hAvYyxv7yTIECz3


## "CM LIBRARY ARDHAM SOFTWARE SUBSCRIPTION" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
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-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
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-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-11-24 - 8:19:42 PM GMT- IP address: 104.47.64.254
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Signature Date: 2020-11-24 - 8:21:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-11-24 - 8:21:11 PM GMT
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-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2020-11-30 - 4:02:39 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2020-11-30 - 4:05:43 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
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Signature Date: 2020-12-01 - 6:29:29 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-12-01 - 7:08:51 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)  
Signature Date: 2020-12-01 - 7:10:10 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2020-12-01 - 7:10:10 PM GMT