

MAINTENANCE AGREEMENT

This maintenance agreement includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except as follows.

1. Repairs resulting from causes other than normal use, abuse or misuse by the operator (s) include without limitation, damage to copier drums and use of suppliers or spare parts that do not meet Manufacturers published specifications and which cause abnormally frequent service calls or service problems, accident, transportation, failure of electrical power, air conditioning or humidity control.

II. Repairs made necessary by service performed by personnel other than Rocky Mountain Business Systems.

III. Additional service calls or work which the customer requests to be performed outside the regular business hours.

IV. Shop repair, reconditioning, rebuilding, overhaul or modification to the equipment except those specified by the authorized technician to assure greater performance of the equipment.

All service under this agreement shall be rendered on the user's premises during the normal working hours (9:00 a.m. to 5:00 p.m., Monday through Friday)

In the event that it is necessary to remove the equipment to Rocky Mountain Business Systems authorized facility for repair, Rocky Mountain Business Systems will provide transportation to and from the service point.

"After Hours" or overtime service as requested will be provided on an "If Available" basis.

Service performed on Saturday, between 9:00 a.m. and 5:00 p.m. will be at one and one-half (1-1/2) times the hourly rate.

Service performed after hours on weekdays will be at one and one half times (1-1/2) the hourly rate until 10:00 p.m. and twice (2x) the hourly rate from 10:00 p.m. to 8:00 a.m.

Service performed on Saturday from 5:00 p.m. to midnight, Sunday and Rocky Mountain Business Systems holidays will be charged at twice (2x) the hourly rate.

Under the Comprehensive and Standard Maintenance Agreement, all intervening emergency calls between the regular periodic maintenance calls that are found to be necessary by Rocky Mountain Business Systems service technician to keep the equipment in good mechanical operating condition, are included.

Rocky Mountain Business Systems reserves the right to inspect all equipment to be covered under a Maintenance Agreement to determine that it is in good mechanical condition on the effective date of the agreement. Should the equipment require repair or overhaul prior to acceptance, such repair, if requested will be made at the hourly rate plus parts.

Rocky Mountain Business Systems reserves the right to discontinue the Maintenance Agreement Service on any machine for the following reasons:

- A. Machine is not being used in accordance with the intended purpose.
B. Abuse of the equipment by the operators.
C. Unavailability of outdated parts by manufacture.
D. Lack of proper operator maintenance between the scheduled inspections.
E. Equipment requires shop repairs or overhaul but approval to proceed is denied.
F. Lack of payment.

Written notice will be provided by Rocky Mountain Business Systems to the customer 30 days prior to the termination of maintenance for any of the above reasons. This is a nonrefundable Maintenance Agreement.

~~This agreement shall be automatically renewed for successive twelve (12) months periods at the rate in effect at the time of the renewal plus tax.~~

* This Maintenance Agreement may be terminated by you, the customer, at any time with a **"30 day written notice"** of your requested final billing. Excess copies will be invoiced up to the final, (30th), day of service. You, the customer will be responsible to pay for any copies in excess of your base copies. Therefore, you may receive one more invoice after the agreement has been terminated in the event overages/excess copies are due for that final month of coverage.

This Maintenance Agreement does not provide for the replacement/installation of consumable supplies. Installation of paper or toner will be performed without charge if the service technician is present for service reasons. A charge, at the hourly rate will be made if a special call is requested for the purpose of installing these items.

| | | | |
|---|--|---|---|
| MODEL: See attached | | SERIAL NUMBER: See attached | |
| Location: Duplications Dept | | SERIAL NUMBER: | |
| Contract Period: July 1, 2022 to June 30, 2023 | | | |
| TYPE OF AGREEMENT: | | COMPREHENSIVE <input checked="" type="checkbox"/> | STANDARD <input type="checkbox"/> |
| | | PER COPY <input type="checkbox"/> | TONER INCLUSIVE <input checked="" type="checkbox"/> |
| BASIC COVERAGE DESCRIPTION & SPECIAL BILLING DETAILS | | COPIES INCLUDED | EXCESS COPY CHARGE |
| See attached | | | |
| | | Total Starting Meter | B & W Starting Meter |
| TOTAL AMOUNT INCLUDING TAX: \$3546.04 Per Year + Tax and overages | | BILLING CYCLE: Quarterly | |
| CUSTOMER: | | ROCKY MOUNTAIN BUSINESS SYSTEMS | |
| City of Santa Fe-Duplications | | 11 Plaza La Prensa - Unit # 7 | |
| Stuart Stephenson 505-955-6566 ststephenson@santafenm.gov | | Santa Fe, New Mexico 87507 | |
| 200 Lincoln Ave (PO Box 909) | | (505) 983-1181 Voice - (505) 983-6217 Fax | |
| Santa Fe, NM 87504-0909 | | | |
| Approved By: (please print) | | Approved By: (please print) Michael Gonzales | |
| Title: (please Print) | | Title: (please Print) Manager | |
| Date Approved: | | Date Approved: | |
| Signature: X | | Signature: X | |

Contract List

Rocky Mountain Business Systems

Report Criteria

Contract : '6152-02'

Active : Yes

Printed: 6/30/2022 - 1:34:12PM
Printed by: Shipping

Contract Number - 6152-02

| Contract Details | | | | Dates and Expiration | | | | Customer Details | | | |
|-----------------------|---------------------------|--|--|-----------------------|-----------------------|------------------|------------|------------------------|-----------------------|--|--|
| Contract Number | 6152-02 | | | Start Date | 07/01/2022 | Activation Date | 06/24/2022 | Customer Number | 9556566 | | |
| Contract Type | Maint 46/19/35 | | | Expiration Date | 06/30/2023 | Termination Date | | Customer Name | CITY OF SANTA FE | | |
| Active | Yes | | | Expiration Copies | | Renewal Date | | Contact | STUART STEPHENSON | | |
| Unearned Balance | \$ 0.00 | | | | | | | Phone | 505-955-6566 | | |
| | | | | | | | | Fax | | | |
| Billing Details | | | | Miscellaneous Charges | | | | | | | |
| Bill Code | COPIER P/L/TNR/DRUM | | | Bill To Number | 9556566 | | | Reoccurring | Yes | | |
| Bill Contract | Yes | | | Bill To Name | CITY OF SANTA FE | | | Description | | | |
| Billing Method | Installment Based Billing | | | Group Inv. | No | | | Amount | \$ 0.00 | | |
| | | | | Blanket PO | TBD | | | | | | |
| Use Equip. Base Rates | Yes | | | Bill in Arrears | No | | | | | | |
| Base Rate | See Equip. Base Rate | | | Base Billing Cycle | Annual | | | Overage Billing Cycle | Quarterly | | |
| Base Rate Months | 3 | | | Base Billing Period | 7/1/2022 to 6/30/2023 | | | Overage Billing Period | 7/1/2022 to 9/30/2022 | | |
| Detail | | | | | | | | | | | |
| Equipment | | | | | | | | | | | |
| Equipment Number | JMG00526 | | | | | | | Base Rate | \$465.63 | | |
| Description | IMAGERUNNER ADV C5255 | | | | | | | Base Billing Period | 7/1/2022 to 6/30/2023 | | |
| Serial Number | JMG00526 | | | | | | | Base Billing Cycle | Annual | | |
| BillCode | COPIER P/L/TNR/DRUM | | | | | | | | | | |
| Equipment Number | KZT01786 | | | | | | | Base Rate | \$199.75 | | |
| Description | IMAGERUNNER ADV 8205 | | | | | | | Base Billing Period | 7/1/2022 to 6/30/2023 | | |
| Serial Number | KZT01786 | | | | | | | Base Billing Cycle | Annual | | |
| BillCode | COPIER P/L/TNR/DRUM | | | | | | | | | | |
| Equipment Number | KZT01787 | | | | | | | Base Rate | \$199.75 | | |
| Description | IMAGERUNNER ADV 8205 | | | | | | | Base Billing Period | 7/1/2022 to 6/30/2023 | | |
| Serial Number | KZT01787 | | | | | | | Base Billing Cycle | Annual | | |
| BillCode | COPIER P/L/TNR/DRUM | | | | | | | | | | |

Contract Number - 6152-02

| | | | |
|------------------|-------------------------------------|---------------------|-----------------------|
| Equipment Number | KZT01788 | Base Rate | \$5.88 |
| Description | IMAGERUNNER ADV 8205 | Base Billing Period | 7/1/2022 to 6/30/2023 |
| Serial Number | KZT01788 | Base Billing Cycle | Annual |
| BillCode | COPIER P/L/TNR/DRUM | | |
| Equipment Number | NMU13646 | Base Rate | \$15.50 |
| Description | IMAGERUNNER ADV 6255 W/ ST FINISHER | Base Billing Period | 7/1/2022 to 6/30/2023 |
| Serial Number | NMU13646 | Base Billing Cycle | Annual |
| BillCode | COPIER P/L/TNR/DRUM | | |

Meter Group: B/W

Included Equipment Meters:

| | | | |
|----------------|------------------|--|----------------------|
| NMU13646 / B/W | | | |
| Rate | Range | | Covered Copies: 2500 |
| 0.006200 | 1 to 20000000000 | | |

Meter Group: B/W

Included Equipment Meters:

| | | | |
|----------------|------------------|--|-----------------------|
| KZT01786 / B/W | | | |
| Rate | Range | | Covered Copies: 42500 |
| 0.004700 | 1 to 20000000000 | | |

Meter Group: B/W

Included Equipment Meters:

| | | | |
|----------------|------------------|--|-----------------------|
| KZT01787 / B/W | | | |
| Rate | Range | | Covered Copies: 42500 |
| 0.004700 | 1 to 20000000000 | | |

Meter Group: B/W

Included Equipment Meters:

| | | | |
|----------------|------------------|--|----------------------|
| KZT01788 / B/W | | | |
| Rate | Range | | Covered Copies: 1250 |
| 0.004700 | 1 to 20000000000 | | |

Meter Group: B/W

Included Equipment Meters:

| | | | |
|----------------|------------------|--|----------------------|
| JMG00526 / B/W | | | |
| Rate | Range | | Covered Copies: 2500 |
| 0.011000 | 1 to 20000000000 | | |

Meter Group: CLR

Included Equipment Meters:

| | | | |
|------------------|--|--|--|
| JMG00526 / Color | | | |
|------------------|--|--|--|

Contract Number - 6152-02

| | | |
|-------------|-----------------|-----------------------------|
| Rate | Range | Covered Copies: 6250 |
| 0.070100 | 1 to 2000000000 | |

City of Santa Fe ADDENDUM

TERMINATION

This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

NEW MEXICO TORT CLAIMS ACT

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

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 CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

INSURANCE

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. 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.

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:

John Blair
John Blair (Jul 20, 2022 20:45 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jul 20, 2022

Michael Gonzalez

MICHAEL GONZALEZ

MANAGER

TITLE

DATE: Jul 7, 2022

CRS# 02-022048-00-0

Registration # 27638

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 7, 2022 13:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 20, 2022 09:23 MDT)

ALEXIS LOTERO, INTRIM FINANCE DIRECTOR

1000212.510300

Org. Name/Org#. AH
AH