



# City of Santa Fe, New Mexico

## Memorandum



Date: August 30, 2023

To: John Blair, City Manager

Via: Emily Oster, Finance Director

Travis Dutton- Leyda, Chief Procurement Officer 

From: GERALYN F. CARDENAS, Assistant City Clerk, Community Engagement Department 

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### **Item and Issue**

Request for Approval of Amendment No.1 to General Services Contract Item #23-0209 with Document Solutions, Inc AKA Konica Minolta to allow the City of Santa Fe to sign the Cloud Transformation Services Form with Square 9 Softworks.

### **Background and Summary**

The Records and Archives Division of the Community Engagement Department will contract with Document Solutions, Inc. to implement the Square9 Software for digitizing records that will be stored and archived at the Records Center.

This contract will go through June 30, 2026.

### **Recommended Action**

Approve Amendment 1 to allow City of Santa Fe to sign the Cloud Transformation Services form with Square 9 Softworks.

### **Procurement Method**

The Procurement Method is SWPA

### **Funding Source**

The Funds will come out of our Service Contracts in the Records Budget 1000215.510310. AH  
The total amount payable to the Contractor \$29,263 for the 4 year term of the Agreement. AH

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
THE GENERAL SERVICES AGREEMENT  
(Item 23-0209)**

**Contract #** \_\_\_\_\_  
**Item #** 23-0664

The AMENDMENT No. 1 (the "Amendment") to the AGREEMENT, dated May 3, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Document Solutions, Inc. aka Konica Minolta (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor shall purchase Square 9 Software with Maintenance and Support services to implement a new records management system for Records and Archives Office.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2 of the Agreement is hereby amended to add paragraph B:

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto

B. Global Search Cloud Office Essentials, Square 9 Enrollment Form is included in Exhibit "B" attached hereto.



2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe – General Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

John Blair  
John Blair (Nov 29, 2023 18:21 MST)  
JOHN BLAIR, CITY MANAGER

DATE: Nov 29, 2023

ATTEST:

Geralyn Cardenas  
Geralyn Cardenas (Dec 1, 2023 10:58 MST)  
GERALYN CARDENAS  
INTERIM CITY CLERK

XIV

CONTRACTOR:

Document Solutions, Inc. aka Konica Minolta

John Smith CEO  
(NAME & TITLE)  
DATE Oct 3 2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jul 31, 2023 08:01 MDT)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Nov 22, 2023 17:50 MST)  
EMILY OSTER  
FINANCE DIRECTOR

1000215.510310  
ORG/OBJ

# Exhibit "B"



## Square 9

*Documents In, Knowledge Out*

127 Church Street, New Haven, CT 06510, USA  
Phone: 203-789-0889  
Email: orders@square-9.com

## SUBSCRIPTION ENROLLMENT FORM

**Doc#:** Q-06481-3

**Date:** 6/19/2023

**Reseller:** Document  
Solutions Inc.  
(DSI)

GENERATED BY	EMAIL	CUSTOMER
Ron Back	rback@square-9.com	City of Santa Fe New Mexico

LICENSES	PART #	DESCRIPTION
3.00	GSC2OFFICE-001	GlobalSearch Cloud Office Essentials Edition - per month per concurrent user cost supporting 3-25 users
1.00	S9SCTSMV-001	Cloud Transformation Services - Mid Volume Per Month Minimum 12 Months
1.00	S9SCTSPGADD-001	Cloud Transformation Services One Time Page Count Addition

### SERVICE & DATA LOCATION

The data privacy laws for your country are very important to us. For customers outside of the United States that require data to reside in-country, please select an alternate region for infrastructure provisioning and data storage. Additional fees may apply and Square 9 makes no guarantees that your selected country or region will be available. If no selection is indicated, Square 9 will provision infrastructure and data storage in the United States by default.

- ☐ United States
- ☐ Africa
- ☐ Canada
- ☐ European Union
- ☐ United Kingdom
- ☐ South America

Upon the execution of this agreement, you are authorizing Square 9 to initiate a cloud instance on your behalf which will be fulfilled within two business days and with billing to coincide with the commencement of this agreement. Subscription renewals are subject to annual uplift. By executing this agreement or by using any of Square 9's software solutions, you indicate acceptance by you and the organization you represent to the terms of the following agreements:

Square 9 Cloud Terms of Service: <https://www.square-9.com/square-9-cloud-terms-of-service/>

Square 9 Privacy Policy: <http://square-9.com/privacy-policy>

Authorized Signature: John Blair  
John Blair (Nov 29, 2023 18:21 MST)

Effective Date: Nov 29, 2023

Name (Print): John Blair

Title: Santa Fe City Manager

Email Address: [jwblair@santafenm.gov](mailto:jwblair@santafenm.gov)

### **Lease Agreement Instructions**

If an agency or local public body is utilizing one of the State Purchasing Division's (SPD) Price Agreements as a vehicle to lease equipment, the State Purchasing Agent (SPA) and the applicable vendor must sign the "Master Lease Agreement". A notation will then be made on the Internet posting of the applicable Price Agreement that an approved and signed Master Lease Agreement with the vendor has been filed.

The SPA, the primary vendor and the third party vendor must also sign the "Offeror's Acknowledgment" document if an assignment of the lease to a third party is to occur. The agency/local public body and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Lease Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Lease Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

**MASTER LEASE AGREEMENT**  
**APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES**

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, KONICA MINOLTA BUSINESS SOLUTIONS USA, INC. WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Konica Minolta Business Solutions USA, Inc.  
with its principal address at 100 Williams Drive  
Ramsey, NJ 07446

and

The LESSEE State of New Mexico  
with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87505. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located at various state agencies and local public bodies and it shall become effective on 06/18/2020

LESSOR AND LESSEE AGREE THAT ANY LEASE ENTERED INTO UNDER THE PROVISIONS OF THIS MASTER LEASE AGREEMENT IS A "TRUE LEASE" WITH AN OPTION TO PURCHASE EQUIPMENT AT FAIR MARKET VALUE, AND IS NOT AN INSTALLMENT OR FINANCING AGREEMENT.

1. **COMMENCEMENT PROCEDURES:** Subject to other terms and conditions contained in this Master Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (hereafter defined) with Lessor as follows:

- (a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.

- (b) **Acceptance; Initial Term of Lease(s).** Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other Cancellation provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals.
2. **SELECTION; ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor. Lessee further acknowledges either (a) that Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Purchase Document"), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.
3. **DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:
- "Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.
- "Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.
- "Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.
- "Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

**“Daily Rent”** means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

**“End-of-Term Notice”** means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee’s elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

**“Equipment”** means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

**“Equipment Location”** means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

**“Fair Market Value”** means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**“Fair Rental Value”**, if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm’s length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**“First Payment Date”** means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

**“Fiscal Period”** shall mean that period of time as defined in a Schedule.

**“Fiscal Year”** means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

**“Fundamental Agreements”** means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

**“Hardware”** means items of tangible personal property (equipment).

**“Initial Term”** means, as to any Lease, the initial term thereof as specified in the related Schedule.

**“Lease”** with regards to this Master Agreement has the meaning “true lease”.

**“Lessee”** means one that holds property under a lease.

**“Lessor”** means one that conveys property by lease.

**“License Agreement”** means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

**“Manufacturer/Supplier”** means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

**“Master Agreement”** has the meaning specified in the preamble hereto.

**“Material Agreements”** means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

**“Non-Appropriation”** has the meaning specified in Section 7.

**“Purchase Document”** has the meaning specified in Section 2.

**“Rent”** means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

**“Software”** means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

**“Taxes”** means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes. (Amended 03/14/07).

**“Term”** means the term thereof as specified in the related Schedule.

**“UCC”** means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

**“Unit of Equipment”** means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

**4. LESSEE’S END-OF-LEASE-TERM OPTIONS.** Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

- A. Purchase Option.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee’s right to purchase said Equipment is contingent upon all of the following:
  - (1) No Lessee Default shall have occurred and be continuing;
  - (2) Lessor shall have received Lessee’s notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
  - (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee “As is, Where is,” without any warranty, express or implied, from Lessor.
- B. Return.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease.



Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to a Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee in accordance with the payment provisions of the New Mexico Procurement Code, Section 13-1-158, NMSA 1978.
6. **CANCELLATION.** Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 5/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: A) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; B) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and C) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without

damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement. (Amended 10/10/01).

10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.
11. **EQUIPMENT USE AND MAINTENANCE.** (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT). Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01).
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, except those that a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment; or b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage. (Amended 10/10/01).

14. **RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.
15. **TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
16. **INDEMNIFICATION.** Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision.
17. **DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.
18. **DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency

by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

**Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement:** a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (30) days after Lessor's receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under a Lease; c) Lessor makes an assignment for the benefit of creditors.

**19. REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master Agreement; (d) Lessor or its agent may peacefully repossess the Equipment without court order; or (e) Lessor may exercise any other right or remedy available at law or in equity. If Lessor Defaults, Lessee has the right to cancel or terminate this Lease effective immediately at no cost to the Lessee. In the event of Lessor's Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment.

**20. ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 4/4/02).

**21. GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

**22. SUPREMACY.** This Master Lease Agreement incorporates any other agreement whatsoever entered into pursuant to this Master Lease Agreement whether attached or unattached; however, in the event of any conflict or inconsistency between any term in this Master Lease Agreement and any term set forth in any other agreement entered into pursuant to this Master Lease Agreement whether attached or unattached, the terms of this Master Lease Agreement shall control.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: Konica Minolta Business Solutions USA, Inc.

BY (Name and Title):

Karen McKuen  
State Contract Manager

DATE:

6/15/2020

LESSEE: State of New Mexico

BY (Name and Title):

Valerie Pauk for

DATE:

06/18/2020

NM State Purchasing Agent

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019AC.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Konica Minolta Business Solutions USA, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Konica Minolta Business Solutions USA, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019AC and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Valerie Parker for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
State Contract Manager  
Date 6/15/2020

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Document Solutions, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Document Solutions, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
Government Account Manager  
Date 4/12/2020

Signature: Mary Elizabeth Smith  
By: Document Solutions, Inc.  
Mary Elizabeth Smith  
Director of Compliance and Leasing  
Date 03/21/2020

Signature: Valerie Parker for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019AC.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to ImageNet Consulting, LLC who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and ImageNet Consulting, LLC hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019AC and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
State Contract Manager  
Date 6/17/2020

Signature: David North  
By: ImageNet Consulting, LLC  
David North  
COO  
Date 6/16/2020

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020



AMJ 3/2/20

OFFEROR'S  
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Pacific Office Automation, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Pacific Office Automation, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
Government Account Manager  
Date 6/15/2020

Signature: Doug Pitassi  
By: Pacific Office Automation, Inc.  
Doug Pitassi  
President - Pacific Office Automation  
Date 3/31/2020

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Master Lease Agreement Number: 00-00000-19-00019AC

Schedule Number: \_\_\_\_\_

State and Local Government Master Lease Purchase Agreement

SCHEDULE

\_\_\_\_\_(“Lessor”) and \_\_\_\_\_(“Lessee”) are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master Lease Agreement). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of the Schedule is a “True Lease” with an option to purchase equipment at fair market value, and is not an installment or financing lease agreement.

1. Lease.

A. Description of Items of Lease Equipment                      Total Cost

B. Term: \_\_\_\_\_Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs).

2. Rent \_\_\_\_\_.

3. Pricing Expiration Date: \_\_\_\_\_Lessor’s obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before pricing Expiration Date.

4. Equipment Location: \_\_\_\_\_

5. Seller: \_\_\_\_\_

6. Additional Provisions: \_\_\_\_\_

7. Fiscal Period: (Annual)\_\_\_\_\_

**Lessor agrees to Lease and Lessee agrees from Lessor the Equipment described in Section 1.A above. Such Lease will be covered by the Master Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.**

**Lessee:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**(Name and Title)**

**Date:** \_\_\_\_\_

**Lessor:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**(Name and Title)**

**Date:** \_\_\_\_\_

Item# 23-0209  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

**Software**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **DOCUMENT SOLUTIONS, INC. AKA KONICA MINOLTA** 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 **Document Solutions, Inc. aka Konica Minolta**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work and as described in Exhibit "A" attached here to.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
Kodak S2070-Scanners	2-Scanners	\$2331.00
Global Search Cloud Office Essentials		\$6048.00
Structured Cloud Transformation Service		\$11952.00
Cloud Transformation SVS		\$250.00
BIS ECM Professional Services		\$8610.00
Delivery		\$72.00

The total compensation under this Agreement shall not exceed \$29,263 (twenty-nine thousand two hundred and sixty-three dollars) excluding 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, for a period of forty eight months from the date of signature approval. 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, § 38-3-2. 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. Impracticality of Performance**

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

**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.

Kristine Mihelcic, City Clerk  
City of Santa Fe  
[kmmihelcic@santafenm.gov](mailto:kmmihelcic@santafenm.gov)  
505-955-6327  
PO Box 909, Santa Fe, NM 87504-0909

Jocelyn Gorman, Vice President of Sales  
Document Solutions, Inc  
505-256-9634  
PO Box 37410, Albuquerque, NM 87176

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.

Jocelyn Gorman, Vice President of Sales  
Document Solutions, Inc  
505-256-9634  
PO Box 37410, Albuquerque, NM 87176

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:  
DOCUMENT SOLUTIONS, INC. aka  
KONICA MINOLTA

John Blair  
John Blair (May 3, 2023 18:18 MDT)

**JOHN BLAIR, CITY MANAGER**

  
**JOCELYN GORMAN,  
VICE PRESIDENT OF SALES**

DATE: May 3, 2023

DATE: 4/27/23

CRS# 02-344389-00-8

Registration # 141440

ATTEST:

Kristine Bustos Mihelcic  
**KRISTINE BUSTOS MIHELIC, CITY CLERK XIV**

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Apr 25, 2023 09:53 MDT)

**SENIOR ASSISTANT CITY ATTORNEY**

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (May 3, 2023 11:37 MDT)

**EMILY OSTER, FINANCE DIRECTOR**

1000215.510310  
Org.Name/Org.#





# Exhibit "A"

**RETHINK  
WHAT'S POSSIBLE**



BUDGETARY PROPOSAL FOR:

**City of Santa Fe Clerks Office**

Dated: 3/21/2023

PRESENTED BY:

Chip Minnich

IIM SMB Sr. Technical Acct Manager

Konica Minolta Business Solutions U.S.A., Inc.

PRESENTED BY:

Ben Henderson

Major Account Executive

Document Solutions, Inc.



## STATE OF NEW MEXICO



Title: Copiers and Managed Print Services

Contract Number: 140597 & 001B0600210

Contract Period: June 18, 2020 - July 31, 2024

Visit our website @

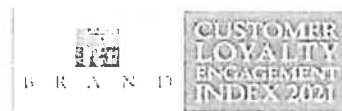
<http://kmbs.konicaminolta.us/kmbs/microsites/naspo140597>

---

Purchase

18 / 24 / 36 / 48 / 60-Month FMV/Straight Lease

Service



Published: January 2023



KONICA MINOLTA



NASPO  
ValuePoint

GROUP F - SEGMENT 7

Item Number	Description	KMBS List Price	Discount	NASPO Price
	<b>PRINTING</b>			
1014958	Kodak S2050, 50ppm/100ipm, includes 3 year AUR	\$1,035.00	10%	\$931.50
1015049	Kodak S2070, 70ppm/140ipm, includes 3 year AUR	\$1,295.00	10%	\$1,165.50
1015114	KODAK S2060W 60PPM/120IPM WIRELESS	\$1,450.00	10%	\$1,305.00
1015189	KODAK - ALARIS S2080W SCANNER- 80PPM	\$1,870.00	10%	\$1,683.00
8001703	KODAK S2085F SCANNER- 85PPM	\$3,575.00	10%	\$3,217.50
8001919	S2085F 85PPM/170IPM FB GSA	\$3,730.00	10%	\$3,357.00
	<b>CONTINUOUS</b>			
1029784	S2050/70/60W/80W Sup Pad&Roll	\$26.39	1%	\$26.13
	<b>ON SITE</b>			
8006157	KODAK S2085 1YR PW NBD AUR KCK	\$419.00	2%	\$410.62
8006439	S2085 1YR PW ONSITE NBD 1PM ESSENTIAL KCK	\$838.00	2%	\$821.24
8006405	S2085 3YR EW ONSTE NBD 1PM ESSENTIAL KCK	\$1,865.00	2%	\$1,827.70
8008658	KODAK S2085 5YR PW OS NBD 1PM ESS KCK	\$3,561.00	0%	\$3,561.00

Kodak S2070 NASPO Pricing: \$1,165.50  
Order Total (x2): \$2,331.00



## SOLUTIONS



Title: Copiers and Managed Print Services

Contract Number:140597

Contract Period:August 1, 2019 - December 31, 2023

Visit our website @ <http://kmbs.konicaminolta.us/kmbs/microsites/naspo140597>

- Software



Published: September 2022



## Konica Minolta NASPO ValuePoint 140597 Software NASPO ValuePoint 140597 Software

### EFI

[EFI DigitalStore Front-Trim](#)  
[EFI i6000 Self-Serve](#)  
[EFI PrintSmith Trim](#)  
[Every Centralized Services](#)

### Konica Minolta

[AccurioPro ColorManager](#)  
[AccurioPro Variable Data Printing](#)  
[AccurioPro Plus](#)

[CAC/PIV](#)

[Connect to OnHug](#)

[Corp Announcement Application](#)

[Dispatcher Paragon 41-199](#)

[Dispatcher Paragon \(200+\)](#)

[Dispatcher Paragon Essentials](#)

[Dispatcher Paragon PSES](#)

[Dispatcher Phoenix 7.0](#)

[Dispatcher Phoenix 7.0 Subscriptions](#)

[Dispatcher Phoenix R2000](#)

[Dispatcher Phoenix ScanTrip](#)

[Dispatcher Phoenix Suite](#)

[FileAssist](#)

[Intelligent Management Services](#)

[MarketPlace](#)

[Security Systems](#)

[xiPRINT](#)

### Kofax (formerly Nuance)

[AutoStore 7](#)

[AutoStore 7 - Output Manager Bundle](#)

[AutoStore 7 Add-Ons](#)

[AutoStore 7 Express](#)

[AutoStore 7 High Availability](#)

[AutoStore 7 High Volume](#)

[AutoStore 7 High Volume High Availability](#)

[AutoStore 8](#)

[ControlSuite 1](#)

[Control](#)

[eCopy PDF Print Office \(H/2 off 9/27/15\) - Remote-Only](#)

[eCopy ShareScan ScanStation](#)

[Equistar 6](#)

[Output Manager](#)

[Output Manager S](#)

[Output Manager Add-Ons](#)

[Output Manager High Availability](#)

[Power PDF](#)

### MPI

[Blue Server](#)

[Spool2Print](#)

### Objectif Lune

[OL Connect Crossgrade](#)

[OL PlanetPress](#)

[OL PlanetPress Connect](#)

[OL PReS Connect](#)

[OL PrintShop Mail](#)

[OL PrintShop Mail Connect](#)

[OL Upgrades](#)

### Prim

[Capteur](#)

[IntelluS \(CURE Alert \(formerly Print DocAlert\)\)](#)

[DocForm](#)

[DocRecover](#)

[DocSystem](#)

[eForms](#)

[Enterprise Services & Training Skills](#)

[ScanPath](#)

[WorkPath](#)

### RSA

[LegalPrint](#)

[QDirect](#)

[QDirect MakeReady Server](#)

[QDirect Print Server](#)

[RDPrint](#)

[ReadyPrint](#)

[TicketPro](#)

[TransForm](#)

[WebCRD](#)

[WebCRD OnDemand](#)

### Solimar

[Indexing](#)

[Non-Production](#)

[SQL-SSE-CPD](#)

### ICC Software

[Color Management Solutions](#)

[EverydayPrint Legacy](#)

[CopyWorks Technology](#)

[ICC Systems](#)

[Jaime](#)

[Koo2](#)

[ncImage Hubback](#)

[OpenText RightFax Items](#)

[OpenText RightFax Professional Services](#)

[PaperDirect](#)

[PaperCut JDF II](#)

[Pharos Beacon](#)

[Pharos Systems](#)

[PrintedDoc CSS and Virtual Applause](#)

[PrintDoc Altimeter - Printer's Plan](#)

[Quite Imposing Plus](#)

[Ricardo](#)

[School Gate Guardian](#)

[Sealsuite - Arpro](#)

[Workshare Professional 9](#)

[Square 9 Software](#)

[Automation Anywhere for](#)

[Enfo](#)

[Intex](#)

### Hyland Software

[OnBase](#)

[OnBase Automation](#)

[ReadSoft Online](#)

[ReadSoft Auto Capture](#)

[ShareGate](#)

[ShareGate](#)

[SharePoint Servers](#)

## Square 9 Softworks

Qty.	Item Number	Description	Customer Price
	GFSFIVE001MS	GlobalForms Five Form Add On - Maintenance & Support	\$1,000.00
	GFTEN001	GlobalForms Ten Form Add On	\$7,995.00
	GFTEN001MS	GlobalForms Ten Form Add On - Maintenance & Support	\$1,600.00
	GFSTWENTY001	GlobalForms Twenty Form Add On	\$12,995.00
	GFSTWENTY001MS	GlobalForms Twenty Form Add On - Maintenance & Support	\$2,600.00
	GFSFIFTY001	GlobalForms Fifty Form Add On	\$14,995.00
	GFSFIFTY001MS	GlobalForms Fifty Form Add On - Maintenance & Support	\$3,000.00
	GFSUNLTD001	GlobalForms Unlimited Form Option	\$19,995.00
	GFSUNLTD001MS	GlobalForms Unlimited Form Option - Maintenance & Support	\$4,000.00
	GFSRV001LT	GlobalForms 10 Server with Workflow & Forms Design - Includes Initial Form - Subscription	\$98.00
	GFSINGLE001LT	GlobalForms Single Form Add On - Subscription	\$58.00
	GFSFIVE001LT	GlobalForms Five Form Add On - Subscription	\$215.00
	GFTEN001LT	GlobalForms Ten Form Add On - Subscription	\$325.00
	GFSTWENTY001LT	GlobalForms Twenty Form Add On - Subscription	\$560.00
	GFSFIFTY001LT	GlobalForms Fifty Form Add On - Subscription	\$628.00
	GFSUNLTD001LT	GlobalForms Unlimited Form Option - Subscription	\$875.00
	GlobalSearch Cloud: Users		
	GSC2BE002	GS C2 BUS ESSEN PER USER ANNUAL 12 MOS	\$504.00
144	GSC2OFFICE001	GlobalSearch Cloud Office Essentials Edition - per month per concurrent user cost for 3-25 users.	\$42.00
	GSC2WRKGRP001	GlobalSearch Cloud Workgroup Edition - per month concurrent user cost for 5-25 concurrent users	\$72.00
	GSC2WRKGRP002	GlobalSearch Cloud Workgroup Edition - per month concurrent user cost for 26-50 concurrent users	\$68.00
	GSC2ENTRP010	GlobalSearch Cloud Enterprise Edition - per month concurrent user cost for 5-10 concurrent users	\$108.00
	GSC2ENTRP000	GlobalSearch Cloud Enterprise Edition - per month concurrent user cost for 11-25 concurrent users	\$98.00
	GSC2ENTRP001	GlobalSearch Cloud Enterprise Edition - per month concurrent user cost for 26-50 concurrent users	\$92.00
	GSC2ENTRP002	GlobalSearch Cloud Enterprise Edition - per month concurrent user cost for 51-100 concurrent users	\$88.00
	GSC2ENTRP003	GlobalSearch Cloud Enterprise Edition - per month concurrent user cost for 101+ concurrent users	\$82.00
	GlobalSearch Cloud: Add Ons		
	GSC2IX001	Image Xchange - per month per concurrent user	\$10.00
	GSC2IX002	Image Xchange Enterprise - per month	\$100.00
	GBLC2STOR002	GlobalSearch Cloud Storage - Up to 100GB	\$40.00
	GBLC2STOR003	GlobalSearch Cloud Storage - Up to 250GB	\$90.00
	GBLC2STOR004	GlobalSearch Cloud Storage - Up to 500GB	\$175.00
	GBLC2STOR005	GlobalSearch Cloud Storage - Up to 1TB	\$325.00
	GSC2CE005	GlobalSearch Cloud Business Essentials	\$125.00
	S9SCTSAE001	GlobalSearch Cloud Automotive Essentials	\$475.00
	GSC2RO001	GlobalSearch Cloud Read Only License	\$30.00
	S9SCTSRTW001	GlobalSearch Cloud Return to Work Essentials	\$375.00
	GSC2EE001	GS C2 EDUCATION ESSENTIALS 12 MONTH BUNDLE	\$1,512.00
	Cloud Transformation Services		
	S9SCTSLV001	Structured Cloud Transformation Services (1000 pages per day)	\$199.00
48	S9SCTSMV001	Structured Cloud Transformation Services (2500 pages per day)	\$249.00
	S9SCTSENT001	Structured Cloud Transformation Services (5000 pages per day)	\$299.00
	S9SCTSLE001	CLOUD TRANS SVCS MORE THAN 5000/PAGE/DAY	\$10.00
	S9SCTSUSR001	Additional Cloud Transformation Concurrent User Licenses	\$42.00

## Square 9 Softworks

Qty.	Item Number	Description	Customer Price
	S9SCTSUCT001	Unstructured Cloud Transformation	\$99.00
	S9SCTSBOST001	Cloud Transformation Boost Option	\$199.00
	S9SCTSSP001	CTS Release to Sharepoint/OneDrive	\$50.00
	S9SCTSF00M001	GlobalForms Cloud - Single Form Cloud Add On	\$59.00
	S9SCTSF00M005	GlobalForms Cloud - Five Form Cloud Add On	\$199.00
	S9SCTSF00M010	GlobalForms Cloud - Ten Form Cloud Add On	\$349.00
	S9SCTSF00M025	GlobalForms Cloud - Twenty-Five Form Cloud Add On	\$449.00
	S9SCTSF00M050	GlobalForms Cloud - Fifty Pack Form Cloud Add On	\$549.00
	S9SGSCTE001	GlobalSearch Cloud Digital Transformation Essentials	\$375.00
1	S9SCTSPGADD001	CLOUD TRANSFORMATION SVS 1X PG COUNT ADD	\$250.00
	S9SCTSUPG001	CLOUDTRNSFRMTN SVS PGSPERDAY LVUPGDPERMO	\$50.00
	RTW		
	GFC2RTW002	GF C2 RTW DUAL FORM BUNDLE PER MONTH.	\$173.00
	GFC2RTW001	GF C2 RTW SINGLE FORM BUNDLE PER MONTH.	\$123.00
	Professional Services		
	S9SPROSRV002	Per Diem Remote ECM Service	\$1,400.00
	GBLCAPPROSRV002	Per Diem Remote Capture Service	\$1,400.00
	S9SPROSRV008	Per Diem Remote Forms Service	\$1,400.00
	S9SPROSRV001	Per Diem Onsite Service	\$1,650.00
	S9SPROSRV003	Per Diem Remote Services - 4 Hour Block	\$700.00
	S9SPROSRV006	Custom SQL Scripting (Four Hour Block)	\$750.00
	S9SPROSRV006MS	Custom SQL Scripting - Maintenance & Support	\$150.00
	BIS ECM Square 9 Professional Services		
	7640020176	BIS ECM Professional Services SMB per Hour	\$210.00
	7640020158	BIS ECM PROSERV_SMB REMOTE 1/2 DAY	\$625.00
	7640020159	BIS ECM PROSERV_SMB ONSITE 1/2 DAY	\$800.00
6.1	7640020150	BIS ECM PROSERV_SMB REMOTE/DAY	\$1,400.00
	7640020151	BIS ECM PROSERV_SMB ONSITE/DAY	\$1,750.00
	7640020894	C2BE SET UP / TRAINING 1/2 DAY	\$800.00
	7640020934	C2BE SET UP / TRAINING 8 HOURS	\$1,600.00
	7640021855	BIS ECM SMB PROJECT MANAGEMENT FEE	\$1.00
	7640020735	BIS ECM SMB CUSTOM DEVELOPMENT SERVICES	\$1,850.00
	Square 9 Renewals		
	S9SSA002	MAINTENANCE AND SUPPORT RENEWAL	\$1.00
	S9SSA001	SMARTSEARCH SOFTWARE ASSURANCE	\$1.00
	S9SSA002NONDISCNT	SQ9 SW ASSURANCE RENEWAL - NON DISCOUNT	\$1.00



Company Name	Document Date
City of SantaFe	Mar 16, 2023
Project Name	Expiration Date
SSR Municipal	Apr 16, 2023

### Distribution List

Name	Organization	Position	Email
Christina Montoya		Records Management	ccmontoya@santafenm.gov
Chip Minnich	Konica Minolta	Account Manager	CMinnich@kmbs.konicaminolta.us
Myles Hamiton	Konica Minolta	PreSales Engineer	Mhamilton@kmbs.konicaminolta.us
Korey Heron	Konica Minolta	Professional Services Manager	Kheron@kmbs.konicaminolta.us

### Introduction

This is a Statement of Work (SOW) that outlines the professional services required for the implementation of the proposed solution described below. The items outlined here are based on the current understanding of requirements at the time of this document's creation.



# Table of Contents

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Distribution List	0
Introduction	0
Document Properties	2
Executive Summary	3
Introduction & Background	3
About Us	3
Project Plan	4
Project Summary	4
Project Kick-off Call	4
Analysis and Discovery	4
Installation	4
Configuration	4
Training and go live	5
Proposed Workflow Process	6
Customer Requirements	8
Final Considerations	9
Project Estimate Pricing	10
Payment Terms	10
Required Components	11
Document History	11
Statement of Work Acceptance	12
Client Approval	12
Konica Minolta Business Solutions U.S.A., Inc. Approval	12

## Document Properties

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To better understand this SOW, the following definitions are provided.

- **Application** – An area for the software to be deployed in, for example a particular department.
- **Document** – A digital record containing one or more pages.
- **Page** – A single image, a part of a document.
- **Archive** – A container where documents are permanently stored.
- **Inbox** – A temporary location where documents are stored typically used to store documents prior to indexing the document for more permanent storage.
- **Index Field** - A container used to hold descriptive data about a document.
- **Metadata** - Descriptive data about a document.
- **Indexing** – The act of adding metadata to describe a document.
- **Workflow** – A process that facilitates the capture of a document, or action to be taken on a document, for example an approval.
- **Notification** – An email to indicate a new document or a document meeting specific criteria.
- **Search** – A custom created screen to allow the entry of keywords to locate documents using indexed metadata.

### Proprietary and Confidential Information

The enclosed materials are proprietary to Konica Minolta Business Solutions U.S.A., Inc., hereafter referred to as Konica Minolta, and City of SantaFe. Konica Minolta reserves the right, title and interest to such materials. The terms, conditions, and information set forth herein are confidential to Konica Minolta and City of SantaFe may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Konica Minolta.

This Statement of Work (SOW) is valid for 30 days from the date of this document.

## Executive Summary

---

### Introduction & Background

---

This Statement of Work ("SOW"), effective as of the date indicated by the last signing party below, is made by and between Konica Minolta Business Solutions U.S.A., Inc. ("We" or "Konica Minolta") and City of SantaFe ("You" or "Customer"). This SOW is subject to the Terms and Conditions of Service which are attached hereto as Exhibit A and incorporated herein by this reference and the Member-Supplier Joinder Agreement dated as of April 10, 2019 by and between Konica Minolta and Customer. In the event of any conflict between the Terms and Conditions of Service in Exhibit A and the Member-Supplier Joinder Agreement, the Terms and Conditions of Service in Exhibit A shall prevail but only with respect to this particular SOW.

The Konica Minolta SMB Professional Services Group would like to thank you for the opportunity to provide the services described in this SOW ("Project"). We believe that your Project goals can be best optimized through a cohesive approach that matches your expectations with our understanding of the deliverables.

Within this SOW, we will provide you with detailed information on the scope of your Project, including assumptions, engagement tasks, and a Project plan. We encourage you to review this document carefully to ensure the successful delivery of your Project.

### About Us

---

Konica Minolta Business Solutions U.S.A., Inc. is a leader in content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Konica Minolta Content Management designs roadmaps through process collaboration, deploys solutions and utilizes support tools to help manage content, enhance security, integrate with core business systems, replace legacy systems, and accelerate processes with intelligent and robotic process automation. Our solutions capture and distribute documents in any form, automate routing, maintain compliance, preserve records and more -- to speed the flow of information, control costs and make all essential business processes more productive.



From business process outsourcing to content management, we guide our customers to the best solution for their digital transformation. Through our consultative process, we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals.

The world runs on innovation. We shape it.

# Project Plan

---

## PROJECT SUMMARY

---

City of SantaFe currently has a paper-based process for storing documents. City of SantaFe has an objective of replacing their current process with a centralized electronic repository that is secure and can be scaled to their growing business needs. This will provide them with more efficient access to their documents, while decreasing storage requirements.

Konica Minolta will configure GlobalSearch for the scan, storage, and retrieval of documents. Custom searches will be configured to optimize searching capabilities.

## PROJECT KICK-OFF CALL

---

The Project Kickoff call is performed prior to project start date. This call should include Business Users and IT Staff. The purpose of the call is to:

- Ensure customer readiness prior to the project.
- Verify customer has the proper hardware in place for the project.
- Discuss customer expectations.
- Discuss project deployment and rollout.

## ANALYSIS AND DISCOVERY

---

Discussion with Customer on the desired configuration. This discussion should involve any affected business users, questions you should be prepared to answer include:

- How are you currently storing documents?
- What are you storing?
- How are they stored and indexed, i.e.: file number, name, vendor, etc.
- How are they being received?

## INSTALLATION

---

- Square 9 will provide a cloud based installation of GlobalSearch and GlobalCapture.
  - Square 9 provides document hosting in accordance with the C2 Service Agreement available at <https://www.square-9.com/globalsearch-c2-terms/>
- CTS DirectConnect Installation. CTS DirectConnect allows for the seamless capture of document content from a predefined network location.
  - Installation of DirectConnect on one (1) local Windows workstation.
  - Customer will provide access to one (1) predefined network location to send documents to the GlobalSearch cloud-based environment.
  - Documents will be scanned individually.

## CONFIGURATION

---

- Konica Minolta will configure the pre-configured Municipal archives Clerks, Building department, Permits, and meeting minutes archives. The following fields will be added to the archives.

- Physical location
- Box number
- Konica Minolta will create one (1) GlobalCapture workflow for capture of scanned Building, Clerks, Meeting Minutes, and Permit documents from an MFP or desktop scanner.
  - One (1) zonal OCR template will be configured to extract the following fields from GlobalCapture QR cover sheet.
    - Physical location
    - Box number
  - Documents will be captured from a predefined network directory. Customer will provide static folder location to import documents.
  - Indexed documents will be released to GlobalSearch archive.
  - Customer will provide samples for template creation and testing prior to scheduled engagement.

#### TRAINING AND GO LIVE

---

- Proof of Concept Delivery. Konica Minolta will demonstrate the end to end solution with primary business users and document any necessary changes.
- Administrator and End User Training
  - Konica Minolta PSG will train customer on:
    - How to access the GlobalSearch Client.
    - How to add documents to GlobalSearch through drag and drop, MFP, desktop scanner, FileXChange.
    - How to index documents by manual indexing, KeyFree or internal DataXChange.
    - Searching of documents using available metadata and content (if Content Search is licensed).
    - How to install the GlobalSearch Client.
    - How to create archives, fields, searches, and apply security.
- Go-Live Support – Konica Minolta assists end users in becoming familiar with and using the product, ensuring they are comfortable with the product prior to the project ending.

## PROPOSED WORKFLOW PROCESS

---

### **Proposed Process – Clerk, Building Department, Permit, and Meeting Minute documents**

1. Documents will be scanned individually or saved to a predefined network directory.
  - a. Documents will be scanned from an MFP device and desktop scanners. Expectation is desktop scanners will produce higher quality scanned document.
  - b. Document resolution should be 300 dpi. Documents should be scanned as a multi-page tiff. Scanning at lower resolution than 300 dpi will result in poor quality scans, and low capture success.
  - c. Capture devices may employ image enhancement processes (deskew, despeckle, etc.) to increase scan quality. Poorly scanned documents will result in low percentages of successful data extraction.
2. Documents will be processed in Global Capture and Fields will be extracted from barcode cover sheet and indexed to:
  - a. Physical location
  - b. Box number
3. Documents will be released to GlobalSearch archives.
4. Documents will be routed to a search queue for manual or key-free indexing of additional fields.
5. Custom searches will be created to enable the efficient retrieval of documents from GlobalSearch.



Building Department ⋮

Clerks office ⋮

FOIA Requests ⋮

GlobalSearch Docs ⋮

Meeting Minutes ⋮

Permits ⋮

## Customer Requirements

---

Konica Minolta's ability to successfully complete your Project in accordance with this SOW is predicated on your compliance with these Customer Requirements and the Engagement Tasks outlined above. Failure to properly provide adequate resources or meet the requirements in this SOW will result in increases in the Project Fees shown in the attached order agreement, delay Project delivery, and may require purchase of additional Professional Services not covered in this SOW. If you have any questions, please contact your Konica Minolta Regional Sales Manager.

City of SantaFe agrees to

- Provide the proper network infrastructure to support the proposed systems in order to ensure no system conflicts, proper security levels and performance;
- Back up own data and documents prior to the start of the Project. Konica Minolta is not responsible for any loss of data resulting from failure to take these precautions.
- If you have an existing SQL instance, Konica Minolta will need access to the server for creation of 6 user databases. If Konica Minolta will not have access to the SQL instance, databases need to be configured prior to the engagement and a SQL user with DB Ownership on the databases is required.
- If outbound email notifications will be used, an SMTP mail gateway must be setup prior to the engagement. User/ Password/ Address details should be conveyed prior to the engagement. A SMTP gateway supporting non-SSL traffic is required for notifications.
- If capture of documents via email will be used, you are responsible for providing an email account supporting IMAP, POP3 or Microsoft Exchange.
- Be responsible for all configuration related to exposing internal resources to the public Internet. (if necessary); and
- Comply with all reasonable requests made by Konica Minolta during the execution of the Project Plan to ensure timely and successful completion of the Plan.



## Final Considerations

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**Change in Scope:** In the event of any changes to the scope of the Project, a formal change order process will be initiated. Prior to any changes to the Project, you and Konica Minolta will discuss:

- Description of change;
- Reasons why the scope change is considered out of scope;
- Effort to make the change; and
- Discussion as to whether the change is chargeable.

The change in scope will be clearly documented in a change order ("Change Order") authorized by you and Korey Heron, Konica Minolta ECM SMB Professional Services Manager, Tel: 401-298-1034; [ProServSMB@kmbs.konicaminolta.us](mailto:ProServSMB@kmbs.konicaminolta.us)

**UAT and Project Completion:** You will have thirty (30) days after Project completion to notify Konica Minolta in writing of any problems with the Services or deliverables. If not such notice is given with that time period, the deliverables and the Project shall be deemed accepted in full.

**Scheduling:** Upon receipt of your signed Statement of Work, Konica Minolta will provide you with an estimated delivery date notice. If you have questions regarding the delivery date, please contact [ProServSMB@kmbs.konicaminolta.us](mailto:ProServSMB@kmbs.konicaminolta.us). If the delivery date is not acceptable, you may reschedule the date by notifying [ProServSMB@kmbs.konicaminolta.us](mailto:ProServSMB@kmbs.konicaminolta.us) within 48 hours of receipt of the delivery date notice.

## Project Estimate Pricing

This Project is a fixed fee pre-paid project. You agree to pay the Total Project Fee shown in the attached Order Agreement, plus pre-approved travel and expenses, and any authorized Change Orders, in accordance with the payment terms set forth herein.

Item #	Description	Quantity
7640020150	BIS ECM ProServ SMB Remote per Day	5

### PAYMENT TERMS

(a) Konica Minolta invoices are payable Net 30 days from date of invoice. Any undisputed invoice not paid by the due date shall be subject to a monthly finance charge of 1.5%. Konica Minolta shall be entitled to the costs of collecting any undisputed past due amount, including reasonable attorneys' fees. All checks returned for insufficient funds shall be repaid with certified check and shall include bank fees.

(b) Prices shown in the attached Order Agreement do not include sales, use, excise or similar applicable taxes, payment of which shall be your responsibility. Proof of tax-exempt status must be on file with Konica Minolta prior to commencement of the Services in order for this Project to be treated as a tax exempt transaction.

(c) Cancellation of scheduled Project dates must be made with a minimum of five (5) business days' notice. If an assigned technician loses work time due to insufficient notice, you agree to pay 25% of the prevailing technician per diem rate plus any pre-approved travel expenses. If you cancel the Services for any reason after Konica Minolta has commenced work, you will be liable for all costs incurred up to and including the date of cancellation.

## Required Components

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The following components are required for this engagement:

## Document History

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Date	Version	Author	Comment
03/14/2023	V1.0	Myles Hamilton	SOW creation



## Statement of Work Acceptance

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CLIENT: City of SantaFe

AGREED AND ACCEPTED by an authorized representative of each party.

Client Approval

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Approver

Signature

Date Signed

Konica Minolta Business Solutions U.S.A., Inc. Approval

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IIM Sales Director / Manager

Signature

Date Signed

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Professional Services Director / Manager

Signature

Date Signed

### **Lease Agreement Instructions**

If an agency or local public body is utilizing one of the State Purchasing Division's (SPD) Price Agreements as a vehicle to lease equipment, the State Purchasing Agent (SPA) and the applicable vendor must sign the "Master Lease Agreement". A notation will then be made on the Internet posting of the applicable Price Agreement that an approved and signed Master Lease Agreement with the vendor has been filed.

The SPA, the primary vendor and the third party vendor must also sign the "Offeror's Acknowledgment" document if an assignment of the lease to a third party is to occur. The agency/local public body and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Lease Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Lease Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

**MASTER LEASE AGREEMENT**  
**APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES**

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, KONICA MINOLTA BUSINESS SOLUTIONS USA, INC., WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR Konica Minolta Business Solutions USA, Inc.  
with its principal address at 100 Williams Drive  
Ramsey, NJ 07446

and

The LESSEE State of New Mexico  
with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87505. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located at various state agencies and local public bodies and it shall become effective on 06/18/2020  
LESSOR AND LESSEE AGREE THAT ANY LEASE ENTERED INTO UNDER THE PROVISIONS OF THIS MASTER LEASE AGREEMENT IS A "TRUE LEASE" WITH AN OPTION TO PURCHASE EQUIPMENT AT FAIR MARKET VALUE, AND IS NOT AN INSTALLMENT OR FINANCING AGREEMENT.

**I. COMMENCEMENT PROCEDURES:** Subject to other terms and conditions contained in this Master Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (hereafter defined) with Lessor as follows:

- (a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.

(b) Acceptance; Initial Term of Lease(s). Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other Cancellation provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals.

2. **SELECTION; ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor. Lessee further acknowledges either (a) that Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Purchase Document"), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.

3. **DEFINITION OF TERMS.** All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

**“Daily Rent”** means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

**“End-of-Term Notice”** means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, ~~any Renewal Term or~~ any optional extension of the Initial Term or any Renewal Term setting forth Lessee’s elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

**“Equipment”** means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

**“Equipment Location”** means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

**“Fair Market Value”** means the total price that would be paid for any specified Equipment in an arm’s length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**“Fair Rental Value”**, if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm’s length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

**“First Payment Date”** means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

**“Fiscal Period”** shall mean that period of time as defined in a Schedule.

**“Fiscal Year”** means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

**“Fundamental Agreements”** means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

**“Hardware”** means items of tangible personal property (equipment).

**“Initial Term”** means, as to any Lease, the initial term thereof as specified in the related Schedule.

**“Lease”** with regards to this Master Agreement has the meaning “true lease”.

**“Lessee”** means one that holds property under a lease.

**“Lessor”** means one that conveys property by lease.

**“License Agreement”** means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.



**"Manufacturer/Supplier"** means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

**"Master Agreement"** has the meaning specified in the preamble hereto.

**"Material Agreements"** means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

**"Non-Appropriation"** has the meaning specified in Section 7.

**"Purchase Document"** has the meaning specified in Section 2.

**"Rent"** means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

**"Software"** means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

**"Taxes"** means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes. (Amended 03/14/07).

**"Term"** means the term thereof as specified in the related Schedule.

**"UCC"** means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

**"Unit of Equipment"** means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

**4. LESSEE'S END-OF-LEASE-TERM OPTIONS.** Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

- A. Purchase Option.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:
  - (1) No Lessee Default shall have occurred and be continuing;
  - (2) Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and
  - (3) Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.
- B. Return.** Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease.

Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to a Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

5. **RENT; LATE CHARGES.** As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee in accordance with the payment provisions of the New Mexico Procurement Code, Section 13-1-158, NMSA 1978.
6. **CANCELLATION.** Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination. (Amended 10/10/01). (Amended 5/13/02).
7. **TERMINATION FOR NON-APPROPRIATION.** Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02).
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. **EQUIPMENT OWNERSHIP; LIENS; LOCATION.** As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: A) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; B) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and C) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without

damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement. (Amended 10/10/01).

10. **ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES.** To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.
11. **EQUIPMENT USE AND MAINTENANCE. (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT).** Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor. (Amended 10/10/01).
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT.** Lessee shall make no alterations or additions to Equipment, except those that a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment; or b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment which have not been removed prior to return of the Equipment shall become Lessor's property.
13. **INSURANCE.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage. (Amended 10/10/01).

- 14. RISK OF LOSS.** Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.
- 15. TAXES.** Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.
- 16. INDEMNIFICATION.** Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision.
- 17. DISCLAIMERS.** Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.
- 18. DEFAULT.** Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency

by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.

**Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quiet enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (30) days after Lessor's receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under a Lease; c) Lessor makes an assignment for the benefit of creditors.**

**19. REMEDIES.** If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master Agreement; (d) Lessor or its agent may peacefully repossess the Equipment without court order; or (e) Lessor may exercise any other right or remedy available at law or in equity. If Lessor Defaults, Lessee has the right to cancel or terminate this Lease effective immediately at no cost to the Lessee. In the event of Lessor's Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment.

**20. ASSIGNMENT.** Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement. (Amended 4/4/02).

**21. GOVERNING LAW.** This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.

**22. SUPREMACY.** This Master Lease Agreement incorporates any other agreement whatsoever entered into pursuant to this Master Lease Agreement whether attached or unattached; however, in the event of any conflict or inconsistency between any term in this Master Lease Agreement and any term set forth in any other agreement entered into pursuant to this Master Lease Agreement whether attached or unattached, the terms of this Master Lease Agreement shall control.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: Konica Minolta Business Solutions USA, Inc.

BY (Name and Title): Kodi McKeen  
State Contract Manager

DATE: 6/15/2020

LESSEE: State of New Mexico

BY (Name and Title): Valerie Parker for

DATE: 06/18/2020

NM State Purchasing Agent

OFFEROR'S  
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019AC.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Konica Minolta Business Solutions USA, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Konica Minolta Business Solutions USA, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019AC and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
State Contract Manager  
Date 6/15/2020

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Document Solutions, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Document Solutions, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
Government Account Manager  
Date 4/12/2020

Signature: Mary Elizabeth Smith  
By: Document Solutions, Inc.  
Mary Elizabeth Smith  
Director of Compliance and Leasing  
Date 03/21/2020

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020



**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019AC.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to ImageNet Consulting, LLC who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and ImageNet Consulting, LLC hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019AC and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
State Contract Manager  
Date 6/17/2020

Signature: David North  
By: ImageNet Consulting, LLC  
David North  
COO  
Date 6/16/2020

Signature: Valerie Paulk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

AS 3/31/20

OFFEROR'S  
ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Pacific Office Automation, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Pacific Office Automation, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
Government Account Manager  
Date 6/15/2020

Signature: Doug Pitassi  
By: Pacific Office Automation, Inc.  
Doug Pitassi  
President - Pacific Office Automation  
Date 3/31/2020

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

Approved for use by New Mexico State Agencies and Local Public Bodies  
Exhibit A to Master Lease Agreement

Master Lease Agreement Number: 00-00000-19-00019AC

Schedule Number: \_\_\_\_\_

State and Local Government Master Lease Purchase Agreement

SCHEDULE

\_\_\_\_\_(“Lessor”) and \_\_\_\_\_(Lessee”) are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master Lease Agreement). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of the Schedule is a “True Lease” with an option to purchase equipment at fair market value, and is not an installment or financing lease agreement.

1. Lease.

A. Description of Items of Lease Equipment                      Total Cost

B. Term: \_\_\_\_\_Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs).

2. Rent \_\_\_\_\_.

3. Pricing Expiration Date: \_\_\_\_\_Lessor’s obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before pricing Expiration Date.

4. Equipment Location: \_\_\_\_\_

5. Seller:\_\_\_\_\_

6. Additional Provisions:\_\_\_\_\_

7. Fiscal Period: (Annual)\_\_\_\_\_

**Lessor agrees to Lease and Lessee agrees from Lessor the Equipment described in Section 1.A above. Such Lease will be covered by the Master Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.**

**Lessee:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**(Name and Title)**

**Date:** \_\_\_\_\_

**Lessor:**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**(Name and Title)**

**Date:** \_\_\_\_\_



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3204010

Contractor: Document Solutions Inc.

Description: Purchase of Square 9 Software with Maintenance & Support Services to implement a new Records Management System for Records and Archives Office.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 06/01/2023

Term End Date: 06/30/2026

☐ Approved by Council

Date: \_\_\_\_\_

### Contract / Lease: General Services Contract

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: \_\_\_\_\_

*Handwritten signature*

Purchasing Officer Review: \_\_\_\_\_

May 2, 2023

Date: \_\_\_\_\_

Comment & Exceptions: Procured via SWPA

4. Funding Source: State Price Agreement

Org / Object: 1000215.510310

*Handwritten signature: Andy Hopkins*

May 2, 2023

Budget Officer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

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

Staff Contact who completed this form: Geralyn Cardenas Phone # 505-955-6519

Email: gfcardenas@santafenm.gov

### To be recorded by City Clerk:

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

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

ITT Director

May 2, 2023

*Handwritten signature*

ITT Representative (attesting that all information is reviewed)

Title

Date



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Document Solutions Inc.

Procurement Title: Records Management System

Procurement Method: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Community Engagement Staff Name Geralyn Cardenas

### 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"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed 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 Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other:

<u>Geralyn Cardenas</u>	<u>Assistant City Clerk</u>	
Department Rep Printed Name (attesting that all information included)	Title	Date
<u>[Signature]</u>	Contracts Supervisor	May 2, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
<u>[Signature]</u>	ITT Director	May 2, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

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





# City of Santa Fe, New Mexico

## Memorandum



Date: April 5, 2023

To: John Blair, City Manager

Via: Emily Oster, Finance Director

Travis K. Dutton-Leyda, Purchasing Officer *TDL*

Kristine Mihelcic, City Clerk / Community Engagement Director

From: GERALYN F. CARDENAS, Assistant City Clerk, Community Engagement Department *GC*

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### Item and Issue

Request approval for a four-year contract with Document Solutions, Inc. for the City of Santa Fe Records and Archives Division of the Community Engagement Department.

### Background and Summary

The Records and Archives Division of the Community Engagement Department will contract with Document Solutions, Inc. to implement the Square9 Software for digitizing records that will be stored and archived at the Records Center.

This contract will go through June 30, 2026.

### Procurement Method

The Procurement Method is SWPA

### Funding Source

The Funds will come out of our Service Contracts in the Records Budget 1000215.510310.

The total amount payable to the Contractor \$29,263 for the 4-year term of this Agreement.

### Recommended Action

Approve the 4-year contract Munis #3204010.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** DOCUMENT SOLUTIONS INC  
DBA: DOCUMENT SOLUTIONS INC

**Business Location:** 228 S SAINT FRANCIS DR E2  
SANTA FE, NM 87501

**Owner:** DOCUMENT SOLUTIONS INC.

**License Number:** 141440

**Issued Date:** December 01, 2022

**Expiration Date:** December 01, 2023

**CRS Number:** 02-344389-00-8

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

DOCUMENT SOLUTIONS INC  
PO BOX 37410  
ALBUQUERQUE, NM 87176

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE





DOCUSOL-01

CMONTOYA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/31/2023

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED  Document Solutions, Inc. 4121 Prospect NE Albuquerque, NM 87110	INSURER A : Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : New Mexico Employer's Assurance Company	13674
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		34SBAAS3A84	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		34UECAC0467	5/7/2022	5/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		34SBAAS3A84	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0103430.102	5/7/2022	5/7/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe  
PO Box 909  
Santa Fe, NM 87504

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

AUTHORIZED REPRESENTATIVE

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**COPIERS AND MANAGED PRINT  
SERVICES**

Led by the State of Colorado

Master Agreement #: 140597

New Mexico Statewide Price Agreement Number: 00-00000-19-00019AC

Contractor: **Konica Minolta Business Solutions USA Inc.**

Participating State or Entity: **State of New Mexico**

For purposes of this Participating Addendum, both Contractor and Participating State, collectively, may be referred to as the "Parties" or individually as "Party".

**Definitions:**

The following terms shall be construed and interpreted as follows:

Term	Description
Goods	Tangible personal property as defined in Section 13-1-93 NMSA 1978 and as defined as "Product" in the NASPO ValuePoint Master Agreement # 140597.

The following Goods and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- \*Group E – Large/Wide Format Equipment
- \*Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

\* Denotes Purchase Only Goods

Professional services offered under this Participating Addendum do not meet the New Mexico statutory definition of professional services and have been deemed to be general administrative services.

Contractor Goods and Service offering details can be found at the NASPO ValuePoint website:

<http://www.naspo.valuepoint.org/portfolio/copiers-managed-print-services-2019-2024/konica-minolta>

1. **Scope:** This Participating Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the Participating



**COPIERS AND MANAGED PRINT  
SERVICES**

Led by the State of Colorado

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State and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective state Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the state Chief Procurement Officer.
3. **Order of Precedence:**
  - a) A Participating State's Participating Addendum, including New Mexico's Master Lease Agreement, if applicable;
  - b) NASPO ValuePoint Master Agreement Terms & Conditions, including applicable Exhibits;
  - c) An Order issued against the Master Agreement;
  - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
  - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
  - f) The Contractor's Supplemental Documents, including applicable Attachments, if any.
4. **Term of the Master Agreement:**
  - a) **Initial Term:** Performances under the Master Agreement commenced on August 8, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
  - b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
5. **Participating State Modifications or Additions to the Master Agreement:** The following are items that each Participating State should consider when drafting a Participating Addendum:
  - a) **State specific terms and conditions:** Participating States may add statutory terms required to execute a Participating Addendum. The Master Agreement Terms and Conditions should be reviewed to ensure there is no conflict with what your state may accept. The Master Agreement Terms and Conditions are intended to be utilized as a baseline for state specific requirements.
  - b) **Administrative Fees:** The Master Agreement allows Participating States to incorporate an administrative fee into the published Master Agreement pricing.
  - c) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment K**. Each Participating State is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to

**COPIERS AND MANAGED PRINT  
SERVICES**

Led by the State of Colorado

the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Participating State.

The Parties may utilize Attachment E through Attachment K of the Master Agreement. Attachment A – Konica Master Premier Advantage Agreement, Attachment B – Konica Master Premier Advantage Schedule, Attachment C – Konica Master Premier Lease Agreement, and Attachment D – Konica Master Premier Lease Schedule are null and void and shall not be used by the Participating State and/or Purchasing Entities. Attachment A through Attachment D are replaced with the New Mexico Master Lease Agreement, Offeror's Acknowledgment, and Exhibit A Lease Schedule affixed to this Participating Addendum.

- d) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit C (Authorized Dealers by State)** of the Master Agreement. The Participating State may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

Contractor will upload Authorized Dealers by State to the NASPO ValuePoint website as soon as possible.

- e) **Goods:** The Contractor is authorized to provide Goods as referenced on page one (1) of this Participating Addendum, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State shall determine what Goods they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Third-Party Software**
- **Consumable Supplies**
- **Emerging Technologies** – Emerging Technologies are subject to Section 4.3.9 of the Master Agreement.

- f) **Service Offerings:** The Contractor is authorized to provide Services as referenced on page one (1) of this Participating Addendum, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:

- **Managed Print Services – Attachment F (Konica Sample MPS Statement of Work)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor.
- **Maintenance Agreements:**
  - Automatic renewals are not permitted under the Master Agreement
  - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
  - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Goods failure and may enable firmware upgrades
  - **Customer-Owned Equipment**



**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

- 
- Lease or Rental Equipment
  - Legacy Equipment
  - **Service Requirements** – Participating States may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
    - Service Level Calculations
    - Reporting
  - g) **Purchase, Lease, and Rental Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:
    - **Acquisition Methods** – Participating States should determine which options they will allow:
      - Purchase
      - Fair Market Value (FMV) Lease
      - \$1 Buyout Lease – The Participating State and/or Purchasing Entities shall not utilize the \$1 Buyout Lease option
      - Straight Lease
    - **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State.
      - Groups E and F do not qualify for leasing and rental. Groups E and F Goods may only be purchased.
  - h) **Security Requirements:**
    - Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State shall define “sensitive information” in their Participating Addendum.

See Section 38 Confidentiality of the Participating Addendum for the Participating State’s confidential information details.
    - Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Purchasing Entity shall determine which hard drive disposal options they will require.
  - i) **Inspection and Acceptance:** Per **Section 4.10.3** of the Master Agreement, confirmation of Goods Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Goods install, unless otherwise stated in a Participating Addendum.
  - j) **Warranty Requirements** – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement; however, Participating States may negotiate additional requirements with the Contractor.

Participating State must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State. A Participating Addendum shall not diminish, change, or impact the

**COPIERS AND MANAGED PRINT  
SERVICES**

Led by the State of Colorado

22. **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.
23. **Non-Collusion:** In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.
24. **Notices:** Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**To the Participating State:**

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Fax:	(505) 827-2484
Email:	<a href="mailto:mark.hayden@state.nm.us">mark.hayden@state.nm.us</a>

**To the Contractor:**

Name:	Kristen McKenna, State Contract Manager
Address:	1595 Spring Hill Road., Suite 410, Vienna, VA 22182
Telephone:	(703) 760-3551
Fax:	(703) 506-1257
Email:	<a href="mailto:kristen.mckenna@kmbs.konicaminolta.us">kristen.mckenna@kmbs.konicaminolta.us</a>

25. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.
26. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
27. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.
28. **Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be

**PARTICIPATING ADDENDUM****COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

50. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Desiree Mendro
Address	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone	(703) 637-1527
E-mail	dmendro@kmbs.konicaminolta.us

Participating State

Name	Brandy Jones
Address	P.O. Box 6850, Santa Fe, NM 87502
Telephone	(505) 827-0507
E-mail	brandy.jones@state.nm.us

51. **Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by both Parties below.

Participating State: State of New Mexico	Contractor: Konica Minolta Business Solutions USA, Inc.
By: <i>Valerie Pauk for</i>	By: <i>Kristen McKenna</i>
Name: Mark Hayden	Name: Kristen McKenna
Title: State Purchasing Agent	Title: State Contract Manager
Date:  06/18/2020	Date:  6/15/2020

For questions on executing a Participating Addendum, please contact:

## NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org), to support documentation of participation, and to post in appropriate data bases]



**COPIERS AND MANAGED PRINT SERVICES**

Led by the State of Colorado

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New Mexico Authorized Dealer List

- |  |   |
|--|---|
| <p>001. Company: Document Solutions, Inc.<br/>Address 1: 4121 Prospect NE<br/>Address 2: Albuquerque, NM 87110<br/>Website: <a href="https://www.dsinnm.com/">https://www.dsinnm.com/</a><br/>Contact: Phil Houser<br/>Phone: (505) 256-9579<br/>Email: <a href="mailto:philhouser@dsinnm.com">philhouser@dsinnm.com</a></p> <p>003. Company: ImageNet Consulting, I.L.C<br/>Address 1: 916 N. Sullivan<br/>Address 2: Farmington, NM 87401<br/>Website: Not provided<br/>Contact: Patrick Russell<br/>Phone: (405) 232-1264<br/>Email: <a href="mailto:prussell@imagenetconsulting.com">prussell@imagenetconsulting.com</a></p> <p>005. Company: Konica Minolta Business Solutions USA, Inc.<br/>Address 1: 3800 Rutledge Rd. NW, Suite B<br/>Address 2: Albuquerque, NM 87109<br/>Website: <a href="http://www.kmbs.konicaminolta.us">www.kmbs.konicaminolta.us</a><br/>Contact: Mike Brennan<br/>Phone: (505) 888-6680<br/>Email: <a href="mailto:brennanm@kmbs.konicaminolta.us">brennanm@kmbs.konicaminolta.us</a></p> <p>007. Company: Stanfield Printing Company, Inc.<br/>Address 1: 115 N. West 4<sup>th</sup> St.<br/>Address 2: Guymon, OK 73942<br/>Website: <a href="http://www.spcop.com">www.spcop.com</a><br/>Contact: John Reid<br/>Phone: (580) 338-8418<br/>Email: <a href="mailto:johnr@spcop.com">johnr@spcop.com</a></p> | <p>002. Company: GBS Inc.<br/>Address 1: 1100 Aztec, Suite B<br/>Address 2: Gallup, NM 87301<br/>Website: <a href="http://www.gbsbiz.com/">http://www.gbsbiz.com/</a><br/>Contact: Michael Jones<br/>Phone: (505) 863-4461<br/>Email: <a href="mailto:mjoes@gbsbiz.com">mjoes@gbsbiz.com</a></p> <p>004. Company: Interstate Business Technologies, Inc.<br/>Address 1: 1516 N. Bennett St.<br/>Address 2: Silver City, NM 88061<br/>Website: Not provided<br/>Contact: Robert Barney<br/>Phone: (928) 428-3357<br/>Email: <a href="mailto:robbarney@cableone.net">robbarney@cableone.net</a></p> <p>006. Company: Pacific Office Automation, Inc.<br/>Address 1: 3830 Singer Blvd. NE, Suite 2020<br/>Address 2: Albuquerque, NM 87109<br/>Website: Not provided<br/>Contact: Doug Pitassi<br/>Phone: Not provided<br/>Email: <a href="mailto:dpitassi@pacificoffice.com">dpitassi@pacificoffice.com</a></p> |
|--|---|



IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: Konica Minolta Business Solutions USA, Inc.

BY (Name and Title): Karen McKenna  
State Contract Manager

DATE: 6/15/2020

LESSEE: State of New Mexico

BY (Name and Title): Valerie Paulk for

DATE: 06/18/2020

NM State Purchasing Agent

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019AC.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Konica Minolta Business Solutions USA, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Konica Minolta Business Solutions USA, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019AC and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
State Contract Manager  
Date 6/15/2020

**OFFEROR'S**  
**ACKNOWLEDGEMENT**

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offeror(s) to provide Copiers for the State of New Mexico and the governmental entities therein.

WHEREAS, Konica Minolta Business Solutions USA, Inc., hereinafter referred to as "Lessor", was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 00-00000-19-00019.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to Document Solutions, Inc. who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and Document Solutions, Inc. hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 00-00000-19-00019 and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: Kristen McKenna  
By: Konica Minolta Business Solutions USA, Inc.  
Kristen McKenna  
Government Account Manager  
Date 4/12/2020

Signature: Mary Elizabeth Smith  
By: Document Solutions, Inc.  
Mary Elizabeth Smith  
Director of Compliance and Leasing  
Date 03/21/2020

Signature: Valerie Pauk for  
By: State of New Mexico  
Mark Hayden  
State Purchasing Agent  
Date 06/18/2020

**Signature:** *Travis Dutton-Leyda*

**Email:** [tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

**Signature:** Andy Hopkins  
Andy Hopkins (Nov 7, 2023 13:22 MST)

**Email:** ajhopkins@santafenm.gov



DOCUSOL-01

CMONTOYA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Selective INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED  Document Solutions, Inc. 4121 Prospect NE Albuquerque, NM 87110	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2506010	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2506010	5/7/2023	5/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			S 2506010	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0103430.103	5/7/2023	5/7/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Signature:** 

**Email:** [tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

# City of Santa Fe DSI Amendment Docs Final

Interim Agreement Report










2023-11-27

Created:	2023-11-21
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAIvScM2IbOQPterntNggx3g4B3zqdVkek

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "City of Santa Fe DSI Amendment Docs Final" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2023-11-21 - 4:47:34 PM GMT
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2023-11-21 - 4:49:49 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2023-11-21 - 4:54:02 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2023-11-21 - 5:25:13 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2023-11-22 - 0:35:25 AM GMT - Time Source: server
-  Document emailed to ekoster@santafenm.gov for signature  
2023-11-22 - 0:35:28 AM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-11-23 - 0:47:53 AM GMT
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-11-23 - 0:50:19 AM GMT
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-11-23 - 0:50:21 AM GMT - Time Source: server



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**Acrobat Sign**



# 23-0664 DSI

Final Audit Report

2023-12-01

Created:	2023-12-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbzdZczCcFINDNBCtnA_ppZ0DnUY_uN6

## "23-0664 DSI" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-12-01 - 5:55:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2023-12-01 - 5:57:29 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
2023-12-01 - 5:58:16 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2023-12-01 - 5:58:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-12-01 - 5:58:39 PM GMT