



Date: October 1, 2024

To: Alan Webber, Mayor
Governing Body
Finance Committee
Quality of Life Committee

Via: Eric Candelaria, ITT Department Director 
EC

From: Michelle A. Gurule, Contracts Administrator 

Subject: VMware Cloud Foundation 5

Vendor Name: Ardham Technologies, Inc.

Vendor Number: 7895

ITEM AND ISSUE:

ITT Department respectfully request your review and approval of a Broadcom VMware. Request for the Approval of General Service Contract in the total amount of \$499,986.20 for Broadcom VMware subscription licenses and support; (Ardham Technologies, Inc./ITT Department); (Eric Candelaria, edcandelaria@santafenm.gov, 505-955-5576) (Larry Worstell, lfworstell@santafenm.gov, 505-955-5580)

Action Requested: Approval of Contract

BACKGROUND AND SUMMARY:

The VMWare Cloud Foundation 5 proposal facilitates the procurement of Broadcom VMware subscription licenses and support for all current primary and disaster recovery data center server clusters.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # CCN2019-0860.

Chief Procurement Officer Approval:  **Date:** Oct 22, 2024

Comment/Exceptions: Procured via Bernalillo County Contract - Amended through 11/11/2027

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250215

SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:

Fund Name/Number: Services to Other Departments/Fund 620

Munis Org Name/Number: Enterprise Application Services/6203600

Munis Object Name/Number: Software Subscriptions/530710

Grant Manager / Accounting Officer Approval: No **Date:** _____

Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 22, 2024

Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

☐Yes | ☒ No

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No

If yes -> ☐Repair | ☐ Replacement

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

Department Approvals:

IT Components: ☒ Yes | ☐ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval:  **Title:** Department Director **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Michelle A. Gurule, magurule@santafenm.gov
505-955-5533

ATTACHMENTS:

Vendor's Quote

Certificate of Liability Insurance

Professional/General Services Contract

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Cloud Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Ardham Technologies, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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.

2. **Scope of Work**

The Contractor shall facilitate the procurement of Broadcom VMware subscription licenses and support, with all such licenses, services, and support to be provided directly by Broadcom VMware.

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>
01	VMWARE CLOUD FOUNDATION 5	\$499,986.20

The total compensation under this Contract shall not exceed four hundred nine ninety-nine thousand nine hundred eighty-six dollars and twenty cents (\$499,986.20) including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 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 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 certification. 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2027**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 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 Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

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

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

8. Amendment

A. This Contract 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 Contract 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 Contract, 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 because of this Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, 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 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 Contract 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. The 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 Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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 Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract; Merger**

This Contract 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 contract.

In accordance with NMSA Section 13-1-129, Procurement under existing contracts, this Contract is issued against the state or agency Master Agreement, established, and maintained by Bernalillo County, CCN 2019-0860, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, 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 Contract 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 Contract 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 Contract, 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, Section 38-3-2. By execution of this Contract, 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 Contract.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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 Contract 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent

practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract 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 Contract; 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 Contract, 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 Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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 Contract 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 Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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 Contract, 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 written notice within 30 days 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 Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. 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 Contract.

41. **Notification**

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

To the City:
City of Santa Fe
1600 St Michaels Dr. Building #24
Mouton Hall
Santa Fe, NM 87501

To the Contractor:
Ardham Technologies, Inc.
4200 Osuna Rd. NE Suite 3-310
Albuquerque, NM 87109

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

To the Contractor:
Ardham Technologies, Inc.
4200 Osuna Rd. NE Suite 3-310
Albuquerque, NM 87109

42. **Succession**


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

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

CITY OF SANTA FE:

CONTRACTOR:

Ardham Technologies, Inc


Alan Webber (Oct 31, 2024 13:07 MDT)

ALAN WEBBER, MAYOR



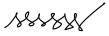
SHAY DAVES, DIRECTOR OF OPERATIONS

DATE: Oct 31, 2024

DATE: Sep 24, 2024

CRS# 03-048891-00-5

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024

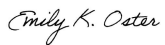
xiv

CITY ATTORNEY'S OFFICE:



FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

VCF Primary and Secondary Sites

Quote #ESTQ-021745 v5

Prepared For:

City of Santa Fe

Larry Worstell
2651 Siringo Road
PO Box 909
Santa Fe, NM 87505

P: (505) 955-5580
E: lfworstell@santafenm.gov

Prepared by:

Ardham Technologies, Inc.

Alyssa Bauler
4200 Osuna RD NE
Suite 3-310
Albuquerque, New Mexico 87109

P: (505) 872-9040
E: ashade@ardham.com

Date Issued:

09.27.2024

Expires:

10.15.2024

Primary Site

Product Details	Qty	Price	Ext. Price	List Price	Discount%	Tax
VCF-CLD VMWARE CLOUD FOUNDATION 5 -FND-5	336	\$687.72	\$231,073.92	\$1,050.00	34.50%	\$18,919.18
Service Contract Dates: <ul style="list-style-type: none"> Start 7/1/2024 End 6/30/2027 						
Bernalillo County Contract CCN: 2023-0653 Contract commitment, discount from list price-- Support/Software: 3%						
Subtotal:						\$231,073.92

Secondary Site

Product Details	Qty	Price	Ext. Price	List Price	Discount%	Tax
VCF-CLD VMWARE CLOUD FOUNDATION 5 -FND-5	336	\$687.72	\$231,073.92	\$1,050.00	34.50%	\$18,919.18
Service Contract Dates: <ul style="list-style-type: none"> Start 4/30/2024 End 4/29/2027 						
Bernalillo County Contract CCN: 2023-0653 Contract commitment, discount from list price-- Support/Software: 3%						
Subtotal:						\$231,073.92

Quote Summary	Amount
Primary Site	\$231,073.92
Secondary Site	\$231,073.92
Subtotal:	\$462,147.84
Estimated Tax:	\$37,838.36
Total:	\$499,986.20

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This offer to sell the listed product(s) is subject to product availability. In the event prices are raised to Ardham, the price herein may be subject to change. NET payments terms OAC. Major credit cards are welcome; a 3% convenience fee will apply. Return policy varies based on manufacturer terms. Microsoft pricing valid only during the month in which it is quoted. Ardham will partial-invoice products and services based on shipment or performance. By purchasing or approving this quote, you agree to the related

City of Santa Fe

Signature / Name

Initials

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2024

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 Daniels Insurance, Inc.-Albq. 320 Gold Avenue SW, Ste 700 Albuquerque NM 87102	CONTACT NAME: Ed Risley PHONE (A/C, No, Ext): (505) 766-9676 FAX (A/C, No): (505) 766-9679 E-MAIL ADDRESS: tspence@danielsinsuranceinc.com														
INSURED Ardham Technologies, Inc. 4200 Osuna RD NE Albuquerque NM 87109	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE Property and Casualty Insura</td><td>20699</td></tr><tr><td>INSURER B: Chubb National Insurance Company</td><td>10052</td></tr><tr><td>INSURER C: Mt Hawley Insurance Company</td><td>37974</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE Property and Casualty Insura	20699	INSURER B: Chubb National Insurance Company	10052	INSURER C: Mt Hawley Insurance Company	37974	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

TS

CERTIFICATE NUMBER: Cert ID 37942 (4)**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 <input type="checkbox"/> OTHER:		D95461074	06/01/2024	06/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 6,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Empl Benefits Liab</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 6,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Empl Benefits Liab	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
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Empl Benefits Liab	\$ 1,000,000																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		D95461232	06/01/2024	06/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		(25) 71788698	06/01/2024	06/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
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C	Cyber/Network Liab		PCY00001334	06/01/2024	06/01/2025	<table><tr><td>Cyber Liability - Limit</td><td>\$ 2,000,000</td></tr></table>	Cyber Liability - Limit	\$ 2,000,000												
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C	Cyber/Network Liab		PCY00001334	06/01/2024	06/01/2025	<table><tr><td>Cyber Liability - Retention</td><td>\$ 10,000</td></tr></table>	Cyber Liability - Retention	\$ 10,000												
Cyber Liability - Retention	\$ 10,000																			

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

General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General Liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Umbrella/Excess Liability follows form RE VMWARE CLOUD FOUNDATION 5 Contract Vehicle

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Information & Technology Mouton Hall, Building 24 Midtown Santa Fe NM 87501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)
08/08/2024

[illegible]

7/30/2024

JoAnn D. Lovato Montañó, CPO

City of Santa Fe

Sante Fe, NM

Dear JoAnn D. Lovato Montañó,

Ardham Technologies, Inc. hereby formally extends the terms, conditions, and pricing of the existing Bernalillo County Contract(s) to the City of Santa Fe. This extension is provided as per the provisions outlined in the original agreement, requiring our consent as the contractor.

Accordingly, the City of Santa Fe may purchase under the same terms and conditions as stated in the original agreement with Bernalillo County.

Furthermore, this offer applies to all future County contracts which may contain materially similar language allowing other entities to leverage such contracts.

We look forward to continuing our partnership and supporting the City's technology needs.

Best regards,



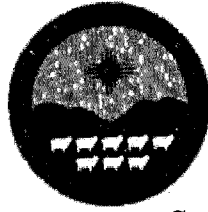
Shay Daves

Director of Operations

Ardham Technologies, Inc.

BERNALILLO COUNTY
BOARD OF COUNTY COMMISSIONERS (BCC)

Maggie Hart Stebbins, Chair
 Debbie O'Malley, Vice Chair



Steven Michael Quezada, Member
 Lonnie C. Talbert, Member
 Charlene E. Pyskoty, Member

Julie Morgas Baca, County Manager

ADMINISTRATIVE MEETING
ACTION REPORT

TUESDAY, NOVEMBER 12, 2019 @ 5:00 PM

VINCENT E. GRIEGO CHAMBERS

1. Call to Order at 5:11 PM

Attendee Name	Organization	Title	Status	Arrived
Maggie Hart Stebbins	Bernalillo County	Chair	Present	
Debbie O'Malley	Bernalillo County	Vice Chair	Present	
Steven Michael Quezada	Bernalillo County	Member	Present	
Lonnie C. Talbert	Bernalillo County	Member	Present	
Charlene E. Pyskoty	Bernalillo County	Member	Present	

2. Silent Invocation and Pledge of Allegiance

Pledge lead by Manuel Garcia y Griego with the Canon De Carnue Land Grant

3. Announcement of Additions and/or Changes to the Agenda

Item 3A to become 7B

Item 9B to be heard before public comment and item 11C to be heard before public comment.

Chair Hart Stebbins moved to accept changes; 2nd by Commissioner Quezada- 5/0 therefore the motion passes.

4. PROCLAMATIONS

A. COMMISSIONERS: Diabetes Awareness Month

Presentation of Proclamation (**Sponsor: Chair Hart Stebbins**)

Chair Hart Stebbins presented the proclamation.

Linda Cuenco, NM Chair for diabetes awareness program spoke to the proclamation.

Betty Miller and Bobby Richardson also spoke to the proclamation.

RESULT: HEARD

B. COMMISSIONERS: Acknowledgment of the Blue Portal Old Town

Presentation of Acknowledgment (**Sponsor: Vice Chair O'Malley**)

Vice Chair O'Malley presented the acknowledgment.

RESULT: HEARD

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steven Michael Quezada, Member
SECONDER:	Maggie Hart Stebbins, Chair
AYES:	Hart Stebbins, O'Malley, Quezada, Talbert, Pyskoty

7. PUBLIC COMMENT and COMMUNICATIONS

Don Schrader
Geraldine Amato

- A. FINANCE:** University of New Mexico Hospital Report, First Quarter FY20
Presentation by UNMH CEO Kate Becker to the Board of County Commissioners
UNMH CEO Kate Becker presented the quarterly report and answered questions from the Board.

RESULT:	HEARD
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B. COUNTY MANAGER: FY20 Budget Update

Update on the FY20 Budget and Priorities.

County Manager, Julie Morgas Baca presented the update and answered questions from the Board.
Deputy County Manager, Shirley Ragin presented the update.

RESULT:	HEARD
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C. Recess @ 6:45

D. Reconvened @ 7:09

8. APPROVAL OF MINUTES

- A. COMMISSIONERS:** Minutes of the October 29, 2019 Administrative Meeting
Motion to approve the October 29, 2019 Administrative Meeting minutes.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Maggie Hart Stebbins, Chair
SECONDER:	Charlene E. Pyskoty, Member
AYES:	Hart Stebbins, O'Malley, Quezada, Talbert, Pyskoty

9. APPROVAL OF CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Maggie Hart Stebbins, Chair
SECONDER:	Steven Michael Quezada, Member
AYES:	Hart Stebbins, O'Malley, Quezada, Talbert, Pyskoty

A. COMMISSIONERS: Veterans Day Proclamation

Presentation of Proclamation (**Sponsor: Chair Hart Stebbins**)

B. HOUSING: Housing Administrative Plan revisions-Chapter 5

Motion to approve Administrative Resolution **AR 2019-97** adopting revisions to Housing's



D. INFORMATION TECHNOLOGY: Ardham Technologies desktops, laptops, printers and computer peripherals

Motion to:

1. Award RFP 04-20-NL to Ardham Technologies, Inc.
2. Approve price agreement with Ardham Technologies, Inc. for desktops, laptops, printers and miscellaneous computer peripherals
3. Authorize County Manager to approve all future amendment with Ardham Technologies, Inc. related to this price agreement

E. PLANNING & DEVELOPMENT SERVICES: Accela Upgrade Saas Project

Motion to:

1. Authorize the County Manager to approve the Master Services and Professional Service Agreements with Accela, Inc. for the Upgrade of Accela Saas Project.
2. Authorize the County Manager to approve all future amendments for the Master Services and Professional Service Agreements.

F. PLANNING & DEVELOPMENT SERVICES: CZ2019-0012 Zone Map Amendment from R-1 to C-1

Motion to approve **Ordinance 2019-30** adopting a Zone Map Amendment from R-1 to C-1

G. TECHNICAL SERVICES: Funding to Support Alameda Drain Study SWMM (Storm Water Management Model)

Motion to:

1. Approve Financial Resolution **FR 2019-98** accepting and budgeting grants from the City of Albuquerque in the amount of, \$130,000.00, the Village of Los Ranchos \$10,000.00, AMAFCA \$130,000.00, and MRGCD \$100,000.00, along with Bernalillo County match of \$130,000.00, in support of the Alameda Drain Storm Water Management Model study.
2. Authorize the County Manager or designee to approve future funding amendments and/or subsequent agreements for this study.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

11. ADOPTION OF RESOLUTION

A. COUNTY MANAGER: Behavioral Health Project Restructure Resolution 2nd Amendment

Motion to amend AR 2016-24 Collaborative Process Structure for Behavioral Health Reform.

County Manager, Julie Morgas Baca presented the item.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Maggie Hart Stebbins, Chair
SECONDER:	Debbie O'Malley, Vice Chair
AYES:	Hart Stebbins, O'Malley, Quezada, Talbert, Pyskoty

B. CAPITAL IMPROVEMENT PROGRAM: Fifty-Fourth Legislature, Second Session, 2020 Capital Outlay Requests to the State of New Mexico - *Amended*

PRICE AGREEMENT

THIS AGREEMENT, made and entered into this 12TH day of NOVEMBER, 2019, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Ardham Technologies, Inc. (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Desktops, Laptops, Printers and Miscellaneous Computer Peripherals, RFP No. 04-20-NL, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated September 17, 2019, in response to RFP No. 04-20-NL, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to provide products and related services in connection therewith, and the Contractor is willing to provide such products and related services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Definitions

- A. "Documentation" refers to manuals, handbooks, and other publications associated with products and equipment included in this Agreement.
- B. "User" means Departments within the County of Bernalillo that chose to procure products under this Price Agreement.
- C. "Products" refers to products and documentation or any other item furnished under this Price Agreement excluding software.
- D. "Services" refers to warranty/maintenance services for which there is a service description, but does not refer to application development services, or other professional services which are beyond the scope of this Price Agreement.
- E. "Service Description" refers to documents which provide information regarding the Contractor's warranty/maintenance services.
- F. Price Agreement as defined in Bernalillo County's Procurement Ordinance No. 2018-11, Section 2-358 (ff).

2. Scope of Services

- A. Pursuant to Exhibit A and Exhibit B both of which are incorporated herein by reference and made a part of this Agreement, the Contractor shall provide desktops, laptops, printers, miscellaneous computer peripherals products and related services to the County in accordance with the terms of this Price Agreement.
- B. This Price Agreement is not an exclusive agreement; therefore, the County may obtain products and related services from other sources during the term of this Price Agreement. The County makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or related services will be procured.
- C. The Contractor will deliver all stock items within fourteen (14) calendar days from the receipt of an order from the County unless otherwise arranged through the Information Technology Contract Administrator.
- D. The Contractor will deliver all non-stock items within thirty (30) calendar days from the receipt of an order from the County unless otherwise arranged through the Information Technology Contract Administrator.

- E. The Contractor will not substitute components within computer systems, or peripherals, in any way without prior authorization from the Information Technology Contract Administrator.
- F. Delivery of all equipment purchased under this Price Agreement must be delivered to the County of Bernalillo Information Technology Department, PC Support Group offices, 415 Tijeras Avenue NW, Albuquerque, NM 87102 regardless of any other delivery instructions unless authorized by the Information Technology Contract Administrator or IT Infrastructure Manager. In addition, future deliveries will be made to Alvarado Square upon completion and occupancy.
- G. The Contractor will replace any "dead on arrival" equipment within three (3) business days unless other arrangements are made through the Information Technology Contract Administrator.
- H. Title to products shall pass to the County upon acceptance,

3. Inferior Materials

All products found to be inferior to the quality specified in RFP No. 04-20-NL, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within fourteen (14) consecutive calendar days for stock items and thirty (30) consecutive calendar days for non-stock items from the receipt of notice of rejection.

4. Term

This Agreement shall become effective upon the date of final execution and shall continue for four (4) years with an option to renew for an additional four (4) years one year at a time unless terminated by either party pursuant to the termination provisions contained herein.

5. Use of Agreement

With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the products and related services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

6. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor

Ardham Technologies, Inc.
5411 Jefferson St. NE, Ste. 200
Albuquerque, N.M. 87109

7. Termination for Lack of Appropriations

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

8. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation for the products delivered and related services actually performed bear to the total products and related services of the Contractor covered by this Agreement, less payments previously made.

9. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

10. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for goods and related services rendered, based on categorical discounting with an average 21% discount off list, in accordance with Exhibit B, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon receipt of products that have been accepted by the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov. Copies of invoices shall be mailed to County I.T.: lathomspon@bernco.gov

11. Shipment and Risk of Loss

A. The Contractor shall ship all products F.O.B. destination with the exception of expedited overnight or priority shipping requested by the County which would be billed at cost. Except for loss or damage directly attributable to the negligence of the County, the Contractor shall bear all risk of loss or damage until products have been accepted by the County. Any destination charges must be included in the product price in the online portal/website.

B. Whenever the County does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the County. Unless otherwise agreed upon by the County, the Contractor is responsible for the pick-up of returned equipment. If documentation cannot be returned with the product, it will be returned via parcel post at the

expense of the County. The Contractor shall be responsible for the credit and/or replacement of all products, including those covered by manufacturers' warranties, except as limited in the Return Policy.

12. Warranties

The Contractor shall provide the County with the following warranties:

A. Published Specifications

The Contractor warrants that all products, in their unaltered form, which are provided under this Price Agreement, will perform in accordance with the manufacturer's published specifications.

B. Compatibility

The Contractor warrants that all equipment and services provided under this Price Agreement will be compatible with Microsoft Windows 10 or current version, when applicable.

C. Equipment

The Contractor warrants that all equipment purchased under this Price Agreement will be new and undamaged and will be free from defects in material and workmanship.

The warranty period shall be the greater of one year or the manufacturer's standard U.S. Warranty. The period begins on the date of acceptance by the County.

Unless otherwise agreed upon by the County, warranty service will be performed off site at no additional cost to the County.

D. Limitations of Warranty

The warranties provided in subparagraphs A, B and C above are limited warranties and do not apply to:

1. Conditions resulting from improper use operation of the equipment outside the specified environmental conditions, or
2. Conditions resulting from modifications to equipment other than modifications performed by the Contractor.
3. In the case of services performed by a third party, the third party will be responsible for providing the third party services to the County, and the County will look solely to the third party for any loss, claims or damages arising from or related to the provision of such third party services. With respect to third party services, Contractor acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

E. Remedies

Subsequent to acceptance, the County shall notify the Contractor if any products provided under this Price Agreement are not in good working order during the warranty period. The Contractor will, at its option, either repair or replace any products not in good working order without charge to the County.

13. Patent, Copyright, Trademark and Trade Secret Indemnification

Subject to the limitations set forth herein, the Contractor shall defend, at its own expense, the County against any third party claim that any product or service provided under this Price Agreement infringes any patent, copyright or 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 County based upon the Contractor's trade secret infringement relating to any product or service provided under this Price Agreement, the Contractor agrees to reimburse the County for all reasonable costs, attorneys' fees and the amount of the judgment.

14. Authorized Dealer Status.

For all products where the Contractor is not the product's manufacturer, the Contractor agrees to maintain authorized dealer status for all products included in this Agreement. In addition, the Contractor agrees to supply proof of authorized dealer status upon written request by the County. If the product manufacturer does not normally offer authorized dealer status, the County may waive the requirement for a specific product or list of products based upon Contractor-supplied proof of that fact.

15. Maintenance Agreement

The Contractor shall provide the County the opportunity to enter into a maintenance agreement in order for the County to protect its investment and keep its equipment in good working condition and will require Contractor and authorized County approval and signatures.

16. FCC Certification

The Contractor agrees that hardware supplied by the Contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Price Agreement.

17. Contract Administrator

The County has appointed a Contract Administrator (CA) from Information Technology whose duties shall include but not be limited to the following:

- A. The Contract Administrator shall attempt to facilitate dispute resolution between the Contractor and County. Unresolved disputes shall be presented to the County's Procurement & Business Services for resolution.
- B. The Contract Administrator shall review and recommend approval or disapproval of all requested changes to the Price Agreement. Said changes must be approved by the County's Procurement & Business Services Department.
- C. The Contract Administrator shall advise the County's Procurement & Business Services Department Purchasing Section regarding the Contractor's performance under the terms and conditions of this Price Agreement.
- D. Contract Administrator for this Price Agreement for the County shall be as follows: Brad Villanueva, I.T. Infrastructure Manager, Tel: 505-314-0007; email: bvillanueva@bernco.gov.

18. Contractor Representative(s)

- A. The Contractor has appointed a representative for administration of this Price Agreement. Representative(s) for the Contractor shall be as follows:
Primary: Brian J. Swainston ; Secondary: Phillip Abeyta

19. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

20. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in providing products and performing any related services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The related services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the related services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such related services.
- C. None of the related services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

21. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

22. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

23. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

24. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Section, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1. Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

3. Pollution Legal Liability - \$1,000,000 Each Occurrence (If Applicable)

4. Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence. (If Applicable)

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

5. Independent Contractors: Included

6. Contractual Liability: Included in Commercial General Liability

- | | |
|--|--|
| 7. Professional Liability: (if applicable) | \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate |
| 8. Technology Errors & Omissions | \$1,000,000 |

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

25. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

26. Release

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

27. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

28. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

29. Scope of Agreement

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 agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

31. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

32. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.berncogov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

33. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

34. UNFAIR BUSINESS PRACTICES

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

- A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B
- B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.
- C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

35. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

36. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

37. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

38. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

39. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

40. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

41. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

42. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

43. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

44. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

45. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

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SIGNATURE PAGE

Motion to approve Price Agreement for Desktops, Laptops, Printers and Miscellaneous Computer Peripherals, this 12TH day of NOVEMBER, 2019.



BOARD OF COUNTY COMMISSIONERS

Maggie Hart Stebbins
Maggie Hart Stebbins, Chair

Debbie O'Malley
Debbie O'Malley, Vice Chair

Steven Michael Quezada
Steven Michael Quezada, Member

Lonnie C. Talbert
Lonnie C. Talbert, Member

Charlene E. Pyskoty
Charlene E. Pyskoty, Member

APPROVED AS TO FORM:

[Signature]
County Attorney

Date: 11/12/19

ATTEST:

Linda Stover
Linda Stover, County Clerk

Date: 11-12-19

CONTRACTOR:

By: [Signature]

Date: 10-22-19

03-048891-00-S
New Mexico Gross Receipts Tax Number

42-1672462
Federal Tax Identification Number

Bernalillo County

Request for Proposal #04-20-NL

Desktops, Laptops, Printers and Miscellaneous Computer Peripherals



Non-Mandatory Pre-proposal Meeting: August 28, 2019 10:00 am (local time)

One Civic Plaza NW
10th Floor Purchasing Conference Room C

Proposal Due: September 16, 2019 4:00 p.m. (local time)

Bernalillo County Purchasing Section, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102

Prepared by:
Bernalillo County
Purchasing Section
August 2019

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

On behalf of the Bernalillo County Information Technology Department, the Purchasing Section of the Procurement and Business Services Department ("Purchasing") is soliciting proposals from qualified Offerors to provide computer related products to include but not limited to desktops, laptops, printers, miscellaneous computer peripherals and related services necessary to maintain the County's Information Technology environment. The purpose of this Request for Proposals (RFP) is to establish a price agreement with a Successful Offeror who can provide a wide variety of information technology products and related services.

B. SUMMARY SCOPE OF SERVICE

The scope includes personal computer systems and components, peripheral equipment, maintenance kits, printers, scanners, fax machines, laptops, tablets, networking products, telecommunications systems, video conferencing, miscellaneous accessories /parts/ upgrades, related support and services.

C. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Natara Landrau, Purchasing Manager
Bernalillo County Purchasing
One Civic Plaza, NW, 10th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 468-7386
Fax: (505) 468-7067
E-mail nlandrau@bernco.gov

D. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" means a change, addition or supplement to the information provided in this RFP document.

"Agreement" means a duly executed and legally binding contract.

"Contractor" means successful Offeror.

"Confidential" shall mean confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7 or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

"County" shall refer to the County of Bernalillo, New Mexico.

"Central Purchasing Office" means the County Purchasing Section.

"County Purchasing Section" means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or a discretionary item or factor for the Department to determine.

"Determination" means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

"Online Portal" refers to a vendor's website that provides a complete list of products regularly maintained through a vendor's website, grouped by major product categories of the software/hardware products provided by the Offeror, consisting of an item number, item description, MSRP, contract discount percentage, and the County's net price for each product.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

"Local Business Preference" means a business that holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department and maintains its principal office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis, subject to verification by the County pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Notice of Award" shall mean a formal written notice by the Purchasing Section.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Ordinance" means the Bernalillo County Procurement Ordinance, Chapter 2, Article V, Division 1 – 3 (§2-356 through 2-402).

"Owner" is synonymous with the County.

"Pay Equity Preference" described herein and pursuant to Ordinance 2-367 shall not become available until the County Manager or designee establishes its own pay equity preference certification program or enters into an agreement with the State of New Mexico or one of its political subdivisions that allows the Central Purchasing Office to use its pay equity certification program.

"Preference Limitations" means the total amount of all preferences applied including the applicable State of New Mexico preferences, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State of New Mexico preferences as set forth under the New Mexico State Procurement Code. When applying the Bernalillo County preferences as set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed \$150,000.00.

"Procurement Manager" means the person or designee authorized by the Purchasing Section to manage or administer procurements requiring the evaluation of competitive sealed proposals.

"Purchase Order" means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Resident Business Preference" means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367 but does not include a resident veteran business.

"Resident Veteran Business Preference" means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

"Responsible Offeror" means a business entity or individual who has the ability to fulfill the solicitation expectations and requirements, including but not limited to financial and technical capacity to perform the requirement of the solicitation and subsequent Contract.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements and all of its requirements including all form and substance.

"Sealed" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

"Selection Committee" means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

"Small Business Preference" means a business that has a Local Business Preference eligibility documentation as well as an affidavit from a Certified Public Accountant (CPA) affirming that the business employs an average of fewer than 50 full-time employees in a calendar year. Ordinance 2-367.

"User Department" means a County department, office, unit or staff member for which procurement services are provided.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	County Purchasing Section	August 18, 2019
2.	Non-mandatory Conference	Purchasing, /Selection Committee, Offerors	August 28, 2019
3.	Deadline to Submit Questions, due 10:00 a.m.	Potential Offeror	September 4, 2019
4.	Response to Written Questions/RFP	Purchasing, /Selection Committee	September 6, 2019
5.	Submission of Proposal	Offerors	September 16, 2019
6.	Proposal Evaluation	Selection Committee	September 17 - 26
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Section	September 27, 2019
8.	Interviews (if applicable)	Selection Committee, Finalists	TBD
9.	Contract Negotiations	Purchasing /Selection Committee	TBD
10.	Award	Bernalillo County Commission	TBD

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document - This RFP is issued by the Purchasing Section in accordance with the provisions of Ordinance §2-365 and 2-395. The Purchasing Section is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected. Additional copies of the RFP can be obtained from the Procurement Manager.
2. Questions/Clarifications - Between the time of issuance of the RFP and the non-mandatory conference, prospective Offerors are encouraged to call or e-mail the Procurement Manager (See Section I.C), concerning any questions about the scope of work or the RFP schedule.
3. Pre-Proposal Conference - A Non-Mandatory pre-proposal conference will be held as indicated in the sequence of events beginning at **10:00 a.m. Mountain Daylight Time** in Conference Room C on the 10th Floor of the Albuquerque/Bernalillo County Government Center, One Civic Plaza NW, Albuquerque, New Mexico, 87102. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I.C). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the

conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

4. Response to Written Questions - An Addendum will be issued in response to written questions and will be distributed via e-mail or facsimile to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP.
5. Deadline to Submit Additional Written Questions - Prospective Offerors may submit additional written questions to the Procurement Manager (See Section I.C), concerning the response to written questions and the intent or clarity of this RFP until [Enter Time Here] Mountain Standard Time/Daylight Time as indicated in the sequence of events. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis for the question. Include the e-mail address for the individual appointed to receive responses to the questions.
6. Response to Written Additional Questions - An Addendum will be issued in response to additional written questions and will be distributed via e-mail or facsimile to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP.
7. Submission of Proposal - All Offeror proposals must be received for review and evaluation, no later than **4:00 PM Mountain Daylight Time on September 16, 2019**, addressed to the Purchasing Section, One Civic Plaza NW (Room 10010), Albuquerque New Mexico, 87102. The Purchasing Section will date and time stamp the sealed package upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. Proposals received after this deadline will not be accepted. Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the RFP #04-20-NL, Desktops, Laptops, Printers and Miscellaneous Computer Peripherals. Proposals by facsimile or any other method will not be accepted.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Section.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and

may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview, negotiation process or award. Finalists will be those Offerors whose proposals have been selected to continue in either the interview, negotiation process or award. Non-finalists are those Offerors whose proposals have not been selected to continue in either the interview, negotiation process or award.
4. Best and Final Offers – Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Revisions may be for clarification of the proposal or to get the best price or for both. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Section. Interview scoring will total 100 points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix C. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Procurement Ordinance, §2-385, §2-367 and applicable procurement regulations, any Offeror who is aggrieved in connection with a solicitation, application of preferences and or award of an Agreement may protest to the Procurement and Business Services Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Dinah Esquivel, Procurement and Business Services Director
Purchasing Section, Room 10010
One Civic Plaza, NW

Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences - To ensure adequate consideration and application of Preferences pursuant to §13-1-21, NMSA 1978 and Ordinance 2-367, Offerors must include a copy of their State of New Mexico preference certificate and any additional documentation required for the County preferences with their proposal. Offerors are not eligible to receive both a Resident Business/Contractor Preference and a Resident Veteran Business/Contractor preference. The Preferences shall not apply when the expenditures for this RFP includes federal funds. See Appendix D for explanation and application for Preference eligibility.
4. Pay Equity Reporting - The Pay Equity Reporting requirements provided below shall apply to the successful Offeror, at the time of contract award. Offeror's acknowledgement to comply with the Pay Equity Reporting requirement is covered in Appendix A (page 32). To review the Pay Equity Reporting Form, or related information, go to www.bernco.gov/general-services/pay-equity.aspx.
 - A. **Completion of the Pay Equity Reporting Form is required if the successful Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification and has a business located within the State of New Mexico.** A successful Offeror who is located out-of-state and has no facilities and no employees working in New Mexico are exempt, if the awarded contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local business. If the successful Offeror is out-of-state and has employees working in the State of New Mexico, whether or not those employees reside in the state, the contractor is subject to the reporting requirements.
 - B. Should the successful Offeror not meet the size requirement for reporting at requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
 - C. The successful Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. The successful Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement."
 - D. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the successful Offeror must also agree to complete and submit the required form annually " within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFP; payments to a subcontractor(s) is the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFP.
6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Section personnel will not collate or assemble proposal materials.
7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
8. Offerors Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Section. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Section.
9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.
11. Cancellation - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Section determines such action to be in the best interest of the County.

12. Sufficient Appropriation - Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the Contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

13. Code of Conduct - The successful Offeror shall abide by the Code of Conduct (http://www.bernco.gov/code_of_conduct) of the County as it applies to the successful Offeror's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).
14. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section VI.
15. Standard Agreement - A draft copy of the proposed Agreement to be entered into is included in Section. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.
16. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Ordinance §2-358 (oo) and (pp).
17. Right to Waive Minor Irregularities - The Purchasing Section reserves the right to waive minor irregularities. The Purchasing Section also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Section.
18. Notice - The County Ordinance and the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
20. Ownership of Documents - Any specifications, and other project documents are the property of the County.
21. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. Proposal Firm Offer - It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. Responses to this RFP will be considered firm for that time frame. The anticipated Agreement term is 4 years with an option to renew for 4 years one year at a time.

23. Insurance Requirements - Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 24, attached hereto.
24. Proof of licensing - The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, Contractor, etc.).
25. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.
27. Unfair Business Practices - A system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, §57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

The County finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

Offerors must submit with their proposal the completed "Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) proposal.

B. NUMBER OF COPIES

Offeror's shall deliver an original plus three identical copies (4 total) of Binder 1 and one (1) original and one (1) identical copy (2 total) of Binder #2 of their proposal, to the location specified on or before the closing date and time for receipt of proposals. **ORIGINALS** shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Offeror's proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper. The proposal must be limited in format and length. All fold-out sheets, up to a maximum of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the Proposal shall be limited to a maximum of forty (40) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the forty (40) page maximum count shall include and shall be limited to:

Front cover (blank on back side)
Divider pages (blank except for title information)
Table of Contents (one page maximum)
Submittal Letter Form
Certificate(s) of insurance
Resident Business Certificate
Resident Veteran Business Certificate
Campaign Contribution Disclosure Form
Unfair Business Practices Disclosure Form
Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE 40 PAGE MAXIMUM.

D. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

Binder #1 (Mandatory)

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix A), which contains the following information:
 - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
 - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;

- C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
- D. Acknowledges receipt of any and all Addendums to this RFP;
- E. Statement of Concurrence: Pay Equity Reporting. A yes response will serve as the Offeror's concurrence to comply with the Pay Equity Reporting Requirements, or the Offeror may provide its initials indicating Pay Equity Reporting Requirements is not applicable (see Section II.D.4.A for further details).
- F. By signing the form the Offeror is explicitly indicating the following:
 - 1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
 - 2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
 - 3. A commitment to comply and act in accordance with the following:
 - Federal Executive Orders relating to the enforcement of civil rights;
 - New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;
 - Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
 - Executive Order No. 11246, Equal Opportunity in Federal Employment;
 - Title 6, Civil Rights Act of 1964;
 - Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
 - 4. Signature on the form must be from a person authorized to contractually obligate the Offeror.
- 3. "Campaign Contribution Form"

In accordance with APPENDIX C, Offeror's must comply with Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

 - 4. Proposal Summary (optional)*
 - 5. Response to Proposal Requirements (except for cost response)
 - 6. Additional Required Materials

Binder 2

- a. Complete Cost Response
- b. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 and Appendix D for additional information).
- c. Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**
- d. Offeror's Additional Terms and Conditions**

*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

**If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the forty (40) page maximum.

IV. SCOPE OF SERVICE

A. Background

The County current spends approximately \$899,000.00 annually for desktops, laptops, printers and miscellaneous computer peripherals.

The County currently has Price Agreements with three vendors as a result of awards made through a Request for Proposal (RFP). Only one vendor had the capability to provide an online portal/website with contract pricing. As a result, the I.T. Department has to request written quotes from all three vendors for each order with award based on the lowest total amount per quote.

The primary goal of this procurement is to establish a Price Agreement for Information Technology products and services with a Successful Offeror and create efficiencies and streamline the order process so that products must be available in an Offeror's online portal /website with the capability to include categories, products, specifications, part numbers, availability, MSRP/retail price, the contract percentage discount and net price.

B. Accounting/Invoices

The County has a three-way match procurement pay system: The purchase order, confirmation of receipted goods and the invoice. All three must match in order to make payment.

One invoice must be issued per Purchase Order. Multiple invoices for one purchase are not acceptable.

The Contractor's invoice shall be submitted, single copy, duly certified and shall contain the following information: purchase order number, description, quantity, unit price and extended total for each item ordered.

All shipments are to be billed according to the contract price(s) and/or discounted prices

If Contractor issues a duplicate invoice, the invoice number for the initial invoice must be the same invoice number on the duplicate invoice without exception.

All credit memos must include the purchase order number and original invoice number against which it was issued, product description, quantity, unit price and total price for each item.

In accordance with the County's Vendor Invoice Management System:

1. All invoices must be either mailed to Bernalillo County Accounts Payable, One Civic Plaza, N.W., 10th Floor, Room 10010, Albuquerque, N.M. 87102 OR emailed to: accountspayable@bernco.gov OR faxed to: 505-468-7201.
2. Invoice(s) must include an invoice number, date, current purchase order number and should mirror the following information on the purchase order: quantity, unit of measure (UOM), unit price, amount, description and tax (if applicable).

C. Price Factors

1. The goal for the RFP is pricing at the lowest-possible price and highest value. The Offeror should be able to maintain competitive pricing in the face of ongoing changes in the marketplace.
2. No minimum order requirements or minimum order fees shall apply to County purchases.
3. All products shall be delivered F.O.B. destination. Any delivery/freight charges to be included in pricing.

4. Contract prices shall include all standard Manufacturer warranty/service where applicable.

V. SUBMITTAL REQUIREMENTS

A. ABILITY TO MEET SCOPE OF SERVICES / REQUIREMENTS:

Provide a letter, signed and dated by a duly authorized representative, stating that your company is fully able to meet the Scope of Services and Requirements set forth in the RFP including the capability to offer an extensive list of products.

B. COMPANY QUALIFICATIONS:

1. Provide a profile of company history including the length of time in business, number of employees, organizational structure and experience in successfully providing Computer and Related products to existing customers of similar size and scope as stated in this RFP.
2. Sales Volume: Provide the volume of sales based on dollars for your business for the calendar year 2018.
3. Multiple Account Setup and Management. Provide a narrative describing the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and deliver to multiple locations throughout the area.

C. BUSINESS MANAGEMENT TECHNOLOGY: Describe the following:

1. Offeror must currently have the capability to provide an online catalog via portal/website to include categories, products, specifications, part numbers, availability, MSRP/retail price, contract percentage discounts and net prices. **THIS IS A MANDATORY REQUIREMENT. Offerors who do not meet this requirement will be deemed non-responsive.**
2. Product and Pricing Updates: Method and Frequency for product and price updates in an online portal/website.
3. Ability to request from the vendor's representative a written quote and receive within twenty-four hours for the majority of requests with the exception of non-time sensitive requests.
4. Flexibility to support changing business conditions (adding new products, services, business growth).

D. REFERENCES: Offerors must provide three (3) business references similar in size and scope as outlined in this RPF with contact name, address, and telephone number, e-mail address and a brief synopsis of Offeror's product(s) and length of association.

E. VALUE-ADDED SERVICES

Provide additional value-added services such as the ability for County to create immediate quotes through the online portal website; obtain detailed usage reports quarterly and annually either through the online portal website or provided via email; onsite maintenance contracts, system imaging, and asset tagging.

F. PRICE SUBMISSION FORM – Provided in Binder 2.

VI. EVALUATION CRITERIA

- A. **Selection Process:** A Selection Committee that may include internal and external members has been selected for the purposes of evaluating the proposals. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Manager a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Manager on behalf of the Selection Committee for clarification, best and final offers, finalist interviews, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.
- B. **Evaluation Criteria:** A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C. **Evaluation Factors:**

Evaluation Factors	Points Possible
1. Quality and Content of Proposal – The thoroughness, clarity, organization and response to RFP Submittal Requirements	5
2. Letter stating that your company is fully able to meet the Scope of Service and Requirements set forth in the RFP including the capability to offer an extensive list of products.	5
<p>3. Company Qualifications:</p> <p>Provide a profile of company history including the length of time in business, number of employees, organizational structure and experience in successfully providing Computer and Related products to existing customers of similar size and scope as stated in this RFP.</p> <p>Sales Volume: Provide the volume of sales based on dollars for their business for the calendar year 2018.</p> <p>Multiple Account Setup and Management. Describe the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and deliver to multiple locations throughout the area.</p>	20
<p>4. Business Management Technology:</p> <p>Product and Pricing Updates: Method and frequency for product and price updates in an online portal/website.</p> <p>Ability to request from the vendor representative a written quote and receive within twenty-four hours for the majority of requests with the exception of non-time sensitive requests.</p> <p>Flexibility to support changing business conditions (adding new products, services, business growth)</p>	20
5. References: provide 3 references similar in size and scope outlined in RFP.	15
6. Value-Added Services.	15
<p>7. Cost: Will be evaluated based on the sum total of the net price in the Price Submission Form - Attachment F using the formula provided below:</p> <p>$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (20)} = \text{Cost Score of this Offeror}$</p>	20
TOTAL POSSIBLE POINTS	100

D. Interviews (applicable to Finalists only)

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

- E. Application of Preferences (Point-Based):** The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix D for applicable preference percentage) by the "Total Possible Points" in Section VI. C above. Only those Offerors who provide the required preference certificate in accordance with Section II.D.2 and Appendix D, will receive additional points, which will be added to their already evaluated score.

Application of Preferences (Weight-Based): (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix B. The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix D for applicable preference percentage) by the "weighted points". Only those Offerors who provide the required preference certificate in accordance with Section II.D.2 and Appendix D, will receive additional points, which will be added to their already evaluated score.

Note: if an interview is not held, the preference points will be based on the "Total Points" of Section C only.

**SECTION VII
PROPOSED DRAFT PRICE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Desktops, Laptops, Printers and Miscellaneous Computer Peripherals, RFP No. 04-20-NL, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2019, in response to RFP No. 04-20-NL, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Definitions

- A. "Documentation" refers to manuals, handbooks, and other publications associated with products and equipment included in this Agreement.
- B. "User" means Departments within the County of Bernalillo that chose to procure products under this Price Agreement.
- C. "Products" refers to products and documentation or any other item furnished under this Price Agreement excluding software.
- D. "Services" refers to warranty/maintenance services for which there is a service description, but does not refer to application development services, or other professional services which are beyond the scope of this Price Agreement.
- E. "Service Description" refers to documents which provide information regarding the Contractor's warranty/maintenance services.

2. Scope of Services

- A. The Contractor shall provide products and services to the County and procuring agencies in accordance with the terms of this Price Agreement. This agreement is a "Price Agreement" as defined in Bernalillo County's Procurement Ordinance No. 2018-11, Section 2-358 (ff). Accordingly, the Contractor shall provide products and services only upon the issuance and acceptance by Contractor of "purchase orders" as defined in Section 2-358 (ii) The Contractor agrees to accept all valid purchase orders. The County may purchase any product or service listed in the Contractor's online portal/website at the contract discounted prices stated therein unless a lower price is agreed to between the County and Contractor. Title to products shall pass to the County upon acceptance,
- B. This Price Agreement is not an exclusive agreement; therefore the County may obtain products and services from other sources during the term of this Price Agreement. The County makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of products or services will be procured

- C. The Contractor will deliver all stock items within fourteen (14) calendar days from the receipt of an order from the County unless otherwise arranged through the Information Technology Contract Administrator.
- D. The Contractor will deliver all non-stock items within thirty (30) calendar days from the receipt of an order from the County unless otherwise arranged through the Information Technology Contract Administrator.
- E. The Contractor will not substitute components within computer systems, or peripherals, in any way without prior authorization from the Information Technology Contract Administrator.
- F. Delivery of all equipment purchased under this Price Agreement must be delivered to the County of Bernalillo Information Technology Department, PC Support Group offices, 415 Tijeras Avenue NW, Albuquerque, NM 87102 regardless of any other delivery instructions unless authorized by the Information Technology Contract Administrator or IT Infrastructure Manager.
- G. The Contractor will replace any "dead on arrival" equipment within three (3) business days unless other arrangements are made through the Information Technology Contract Administrator.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for four (4) years with an option to renew for an additional four (4) years one year at a time unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

6. Termination for Lack of Appropriations

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

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

- A. The County will pay to the Contractor in full payment for services rendered, the sum of \$_____ or at the rates listed in Exhibit ____, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.
- C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

10. Shipment and Risk of Loss

- A. The Contractor shall ship all products F.O.B. destination with the exception of expedited overnight or priority shipping requested by the County which would be billed at cost. Except for loss or damage directly attributable to the negligence of the County, the Contractor shall bear all risk of loss or damage until products have been accepted by the County. Any destination charges must be included in the product price in the online portal/website.
- B. Whenever the County does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the County. Unless otherwise agreed upon by the County, the Contractor is responsible for the pick-up of returned equipment. If documentation cannot be returned with the product, it will be returned via parcel post at the expense of the County.

11. Returns

All returns are subject to Contractor's Return Policy, which is attached hereto as Exhibit D ("Return Policy").

The Contractor shall be responsible for the credit and/or replacement of all products, including those covered by manufacturers' warranties, except as limited in the Return Policy.

12. Warranties

The Contractor shall provide the County with the following warranties:

A. Published Specifications

The Contractor warrants that all products, in their unaltered form, which are provided under this Price Agreement, will perform in accordance with the manufacturer's published specifications.

B. Compatibility

The Contractor warrants that all equipment and services provided under this Price Agreement will be compatible with Microsoft Windows 10 or current version, when applicable.

C. Equipment

The Contractor warrants that all equipment purchased under this Price Agreement will be new and undamaged and will be free from defects in material and workmanship.

The warranty period shall be the greater of one year or the manufacturer's standard U.S. Warranty. The period begins on the date of acceptance by the County.

Unless otherwise agreed upon by the County, warranty service will be performed off site at no additional cost to the County.

D. Limitations of Warranty

The warranties provided in subparagraphs A, C and D above are limited warranties and do not apply to:

1. Conditions resulting from improper use operation of the equipment outside the specified environmental conditions, or
2. Conditions resulting from modifications to equipment other than modifications performed by the Contractor.
3. In the case of services performed by a third party, the third party will be responsible for providing the third party services to the County, and the County will look solely to the third party for any loss, claims or damages arising from or related to the provision of such third party services. With respect to third party services, Contractor acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, CONTRACTOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

E. Remedies

Subsequent to acceptance, the County shall notify the Contractor if any products provided under this Price Agreement are not in good working order during the warranty period. The Contractor will, at its option, either repair or replace any products not in good working order without charge to the County.

13. Patent, Copyright, Trademark and Trade Secret Indemnification

Subject to the limitations set forth herein, the Contractor shall defend, at its own expense, the County against any third party claim that any product or service provided under this Price Agreement infringes any patent, copyright or 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 County based upon the Contractor's trade secret infringement relating to any product or service provided under this Price Agreement, the Contractor agrees to reimburse the County for all reasonable costs, attorneys' fees and the amount of the judgment.

14. Authorized Dealer Status.

For all products where the Contractor is not the product's manufacturer, the Contractor agrees to maintain authorized dealer status for all products included in this Agreement. In addition, the Contractor agrees to supply proof of authorized dealer status upon written request by the County. If the product manufacturer does not normally offer authorized dealer status, the County may waive the requirement for a specific product or list of products based upon Contractor-supplied proof of that fact.

15. Maintenance Agreement

The Contractor shall provide the County the opportunity to enter into a maintenance agreement in order for the County to protect its investment and keep its equipment in good working condition and will require Contractor and authorized County approval and signatures.

16. FCC Certification

The Contractor agrees that hardware supplied by the Contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Price Agreement.

17. Contract Administrator

The County has appointed a Contract Administrator (CA) from Information Technology whose duties shall include but not be limited to the following:

- A. The Contract Administrator shall attempt to facilitate dispute resolution between the Contractor and County. Unresolved disputes shall be presented to the County's Procurement & Business Services for resolution.
- B. The Contract Administrator shall review and recommend approval or disapproval of all requested changes to the Price Agreement. Said changes must be approved by the County's Procurement & Business Services Department.
- C. The Contract Administrator shall advise the County's Procurement & Business Services Department regarding the Contractor's performance under the terms and conditions of this Price Agreement.
- D. Contract Administrator for this Price Agreement for the County shall be as follows: Brad Villanueva, I.T. Infrastructure Manager, Tel: 505-314-0007; email: bvillanueva@bernco.gov.

18. Contractor Representative(s)

- A. The Contractor has appointed a representative for administration of this Price Agreement. Representative(s) for the Contractor shall be as follows:

Primary: _____; Secondary: _____/

19. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

20. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

21. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

22. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

23. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

24. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Section, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1. Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

3. Pollution Legal Liability - \$1,000,000 Each Occurrence (If Applicable)

4. Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence. (If Applicable)

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

5. Independent Contractors: Included

6. Contractual Liability: Included in Commercial General Liability

- | | |
|--|--|
| 7. Professional Liability: (if applicable) | \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate |
|--|--|

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

25. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

26. Release

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

27. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

28. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

29. Scope of Agreement

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 agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

31. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

32. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.bernco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

33. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

34. UNFAIR BUSINESS PRACTICES

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

- A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B
- B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.
- C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

35. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

36. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

37. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

38. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

39. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

40. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

41. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

42. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

43. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

44. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

45. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

SIGNATURE PAGE

Motion to approve Price Agreement for Desktops, Laptops, Printers and Miscellaneous Computer Peripherals, this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Maggie Hart Stebbins, Chair

Debbie O'Malley, Vice Chair

Steven Michael Quezada, Member

Lonnie C. Talbert, Member

Charlene E. Pyskoty, Member

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Linda Stover, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number

APPENDIX A
SUBMITTAL LETTER FORM
RFP# 04-20-NL

Identity of Submitting Business (including d/b/a):

--

Mailing Address:

--

Who can contractually obligate?

Name/Title:	E-mail:	Phone:

Contact for Inquiries/Clarifications/Negotiations

Inquiries/Clarifications Name/Title:	E-mail:	Phone:
Contact for Negotiations Name/Title	E-mail:	Phone:

Addendum Acknowledgment:

If Addendum has been received, please indicate how many in the spaces below.
Addendum number(s) _____ through _____ have been received.

Statement of Concurrence

Pay Equity Reporting requirements are applicable. Offeror agrees to comply as defined in Section II.D.3. Yes _____ No _____
If Pay Equity Reporting Requirements are not applicable (see Section II.D.3.A) initial on the line below _____ (Offeror initials)

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement, Pay Equity Reporting Requirements and Unfair Business Practices Disclosure, as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed:	Date:

APPENDIX B

Final Ranking

Rankings for the evaluation of written proposals are weighted 45% and rankings from the interviews are weighted 55% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

Proposal Submittal (45%)		Interview (55%)	Final Ranking
Firm A 1 st	3 rd	$(1 \times .45) + (3 \times .55) = 2.1$	3
Firm B 3 rd	1 st	$(3 \times .45) + (1 \times .55) = 1.9^*$	1
Firm C 2 nd	2 nd	$(2 \times .45) + (2 \times .55) = 2.0$	2

*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

Scoring	Numerical Ranking
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 rd	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), any prospective contractor seeking to enter into a contract with the Bernalillo County ("County"), when submitting a Proposal in response to a Request for Proposal, for Sole Source procurements, or small purchase contract for Professional Services, must complete and submit this Campaign Contribution Form ("Form"). The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Request for Proposals or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period. The disclosure shall indicate the date, the amount, the nature and the purpose of the contribution.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Procurement Ordinance, Section 2-390, or a contract that is executed may be ratified or terminated pursuant to Section 2-390, of the Procurement Ordinance if: 1) a Prospective Contractor or a Family Member or Representative of the Prospective Contractor shall not give a campaign contribution or other thing of value to an Applicable Public Official or the Applicable Public Official's employees during the Pendency of the Procurement Process or during the pendency of negotiations for a sole source or small purchase contract, or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The County's Campaign Contribution Disclosure Form, shall indicate the name or names of every applicable public official, if any, for which disclosure is required by a Prospective Contractor.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable Public Official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s):

Board of County Commissioners:

Maggie Hart Stebbins, Chair
Debbie O'Malley, Vice Chair
Steven Michael Quezada, Member
Lonnie C. Talbert, Member
Charlene E. Pyskoty, Member

Elected Public Officials:

Tanya R. Giddings, Assessor
Linda Stover, County Clerk
Cristy J. Carbon-Gaul, Probate Judge
Manual Gonzales III, Sheriff
Nancy M. Bearce, Treasurer

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name of Company (Prospective Contractor) _____

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Name of Company: _____

Signature

Date

Title (Position)

APPENDIX D

Application of Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended) and County Ordinance 2-367, Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

Offerors must submit a valid preference certificate issued by the Taxation and Revenue Department with their Proposal. If the required preference certificate is submitted, the following preferences shall apply:

- State Resident Business: means a business that has a valid Resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.
- State Resident Veteran Business: means a Business that has a valid Veteran Resident Business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.

Application of Preferences (Point-Based)

- five (5) percent of the total possible points.
- ten percent of the total possible points.

Application of Preferences (Weight-Based)

- five (5) percent of the total weight.
- ten percent of the total weight.

Offerors are not eligible to receive both a resident Contractor preference and a resident veteran Contractor preference.

County Preferences shall be applied as follows:

- Local Business means a business that holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978 and maintains its principal office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis, subject to verification by the County.
 - five percent shall be applied to a qualified proposal.
- Small Business shall mean a Local Business which employs an average of fewer than fifty (50) full-time employees in a calendar year, which number shall be verified by **submittal of an affidavit from a Certified Public Accountant**.
 - five percent shall be applied to a qualified proposal.
- Pay Equity Business means any business that maintains a deviation of 7% or less between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by each Offeror. For purposes of this definition, comparable positions are those listed in the Job Classification Guide 2010 (as may be updated and amended from time to time) published by the federal Equal Employment Opportunity Commission.

- five percent shall be applied to a qualified proposal that at the time of submittal holds a valid Pay Equity Business Certificate issued by the County or any political subdivision of the State of New Mexico.
- (NOTE: The Pay Equity Preference described herein shall not become available until the County Manager or designee establishes its own pay equity preference certification program or enters into an agreement with the State of New Mexico or one of its political subdivisions that allows the Central Purchasing Office to use its pay equity certification program.)

If necessary, the Central Purchasing Office may seek additional information or proof to verify a local business eligibility for a local preference.

Only the Offeror submitting proposal and not a subcontractor may qualify for a preference.

Limitation (percentage): The total amount of all preferences applied including the applicable State preference, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State preferences as set forth under the New Mexico State Procurement Code.

County Preference Limitation (dollar amount): When applying the County preferences, the total dollar amount of County preferences shall never exceed \$150,000.00.

Protests: The procedures provided in the Ordinance governing protests and judicial review apply to a protest concerning the awarding of a Contract in violation of this section.

This section shall not apply when the expenditure includes federal funds for the specific purchase is involved, or when the expenditure of grant funds includes a condition of which prohibits a local preference.

APPENDIX E
UNFAIR BUSINESS PRACTICES DISCLOSURE FORM

- (a) For the purposes of this Section, "Unfair Business Practices" shall mean a system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.
- (b) Bernalillo County ("County") finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

THE OFFEROR CERTIFIES THAT:

- It has not participated in Unfair Business Practices as defined above.
- It will report to the Central Purchasing Office any additional Unfair Business Practices or violations by it during the term of its agreement with the County.
- It agrees that any contract with the County awarded under this solicitation may be terminated as a result of its engaging in Unfair Business Practices.

Company Name of Offeror

Signature (Authorized Representative)

Telephone Number

Printed Name (Authorized Representative)

FAX Number

Printed Title (Authorized Representative)

E-Mail Address

Date

Company Address

Vendor Name: _____

- _____ Yes _____ No

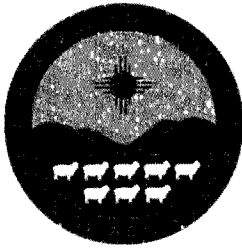
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3. For evaluation purposes only, provide the MSRP (manufacturer's standard retail price), the percentage discount and net price based on the quantity provided for the following items. Evaluation will be based on the sum of the Net Price for items 1 through 5 shown below. **Net Price to be based on quantity. i.e. $100 \times \text{MSRP} \times \% \text{ discount} = \text{total Net Price}$.**

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
1. Dell Desktop Computer OptiPlex 7060 - micro - Core i7 8700T 2.4 GHz - 16 GB - 256 GB, Mfg # JW1Y4	100	_____	_____	_____
2. Dell Laptop Latitude 7490 - 14" - Core i7 8650U 16 GB RAM - 256 GB SSD, Mfg # R5VYY	100	_____	_____	_____
3. Dell 24" USB-C Monitor P2419HC - LED monitor - 24", Mfg #P2419HC	200	_____	_____	_____
4. Hewlett Packard (HP) OfficeJet Pro 8710 All-In-One Printer, M9L66A#B1H, Mfg # M9L66A#B1H	75	_____	_____	_____
5. Canon Document Sheetfed Scanner imageFORMULA DR-C240, Mfg # 0651C002	50	_____	_____	_____
Sum of Net Price for Items 1 through 5			\$	_____

NOTE: If any of the make/model numbers for the products shown above have been discontinued, please provide a replacement (equivalent) and include the following: product name, specifications, manufacturer stock number, MRSP, % Discount and Net Price in the following section based on the corresponding quantity shown above.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
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County of Bernalillo

State of New Mexico

Procurement & Business Services

One Civic Plaza NW, 10th Floor, Suite 10010

Albuquerque, New Mexico 87102

Office: (505) 468-7013 Fax: (505) 468-7083

www.bernco.gov

DATE: September 5, 2019

TO: All Prospective Offerors

FROM: Natar Landrau, Purchasing Administrator

RE: Addendum #1 - Request for Proposal (RFP) 04-20-NL
Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

This Addendum #1 to Request for Proposal #04-20-NL is issued by Bernalillo County Procurement & Business Services Purchasing Section. The Addendum contains non-mandatory pre-proposal minutes, written question received by 10:00 a.m. September 4, 2019, responses to written questions and changes/revisions. If any discrepancy exists from responses given at the pre-proposal conference and this Addendum, responses contained herein shall govern.

Meeting Minutes

The non-mandatory pre-proposal conference held on August 28, 2019 at 10:00 a.m. opened with welcoming remarks from the Purchasing Manager who then proceeded to review the submittal procurement documents.

Pages 3-5 I. Introduction:

- A. Purpose of the Request for Proposals – Review of section.
- B. Summary Scope of Services - Review of section.
- C. Procurement Manager – Reference contact information.
- D. Definition of Terminology: Addendum, Online Portal, Evaluation Committee, Local Business Preference, Mandatory, Resident Business Preference, Resident Veteran Business Preference, Responsible Offeror, Responsive Offer, Small Business Preference

Pages 6-12 II. Conditions Governing the Procurement

- B. Explanation of Events:
 - 1. Distribution of RFP Document – Review of section.
 - 3. Pre-Proposal Conference – Reference Attendance not a prerequisite for a proposal submission..
 - 4. Response to Written Questions – Review of section.

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COUNTY MANAGER

Julie Morgas Baca

Pages 6-12 (con't)

5. Deadline to Submit Additional Questions – Review of section.
6. Response to Written Questions – Review of section.
7. Submission of Proposal – Review of section

C. Evaluation Process.

2. Selection Process – General review
3. Status Notification of Finalists/Non-Finalists – General review
4. Best and Final Offers
5. Interviews with Finalists – Review of section
6. Negotiations – General review

D. General Requirements

4. Pay Equity – Reference
9. Disclosure of Proposal Contents – Review of section.
10. Confidentiality/Public Records – Review of section.
14. Acceptance of Conditions – General review.
15. Standard Agreement – General review.
22. Proposal Firm Offer – General review.
27. Unfair Business Practices – General review

Pages 13-15 **III. Response Format and Organization**

- A. Number of Responses – Review of section.
- B. Number of copies – Review of section.
- C. Proposal Format – Review of section.
- D. Proposal Organization – Review of section and emphasis on Campaign Contribution Form and Unfair Business Practices Form

Pages 16-17 **IV. Scope of Services** – General review.

Pages 17 **V. Submittal Requirements** – Review of section.

Pages 18-20 **VI. Evaluation Criteria** – General review.

Pages 21-31 **VII. Proposed Draft Price Agreement** – Reference of section.

Page 32 **Appendix A – Submittal Letter Form** – General review.

Page 33 **Appendix B – Final Ranking** – Reference.

Pages 1 of 3 **Appendix C – Campaign Contribution Form** – Reference of section.

Pages 1 of 2 **Appendix D – Application of Preference** – Reference of section.

Page 1 **Appendix E – Unfair Business Practices Disclosure Form** – Reference form.

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Attachment A – Price Submission Form – Review.

Questions and Responses:

1. Can vendors include optional pricing for protective cases to add value to their bid?

Response: Pricing is in accordance with Revised Price Submission Form – Attachment A. See Section V. E. Value-Added Services.

2. Will my question be answered in the form of an addendum? If so, how may I access it. Will the addendum be sent to me or will I need to monitor the site?

Response: Refer to the RFP document, Section II. B. 4., 5, 6 and this Addendum #1.

3. Do you have a loading dock where deliveries are accepted?

Response: Not at this time.

4. _____ has a wide range of products designed to maximize the lifespan of the laptops that will be purchased. If so, would you accept sample cases/bags to evaluate?

Response: No. Please refer to the RFP documents and Section V. Submittal Requirements.

5. Are vendors allowed to bid on only one of the line items or must they bid on All line items in this RFP?

Response: Please refer to the RFP document Section I. Introduction A. Purpose of this Request for Proposals; Section IV. Scope of Service A. Background, 3rd Paragraph and Revised Price Submission – Attachment A.

6. Per the RFP, Page 17 Under Business Management Technology.

“Offeror must currently have the capability to provide an online catalog via portal/website to include categories, products, specifications, part numbers, availability, MSRP/retail price, contract percentage discounts and net prices. This is a MANDATORY REQUIREMENT. Offerors who do not meet this requirement will be deemed non-responsive.”

Most local offerors may currently have an online catalog available via a web portal with most of the mandatory requirements, however, some products do not have an MSRP, so that cannot be displayed for all products. Also, the requirement to provide a discount percentage from MSRP on the catalog is unique. This would typically take some programming time and expense and would likely not be fully complete by the RFP submission date. This requirement may make this award out of reach for local companies.

It is stated that the offeror must **currently have this in place** or the bid will be deemed non-responsive. Would you consider removing the discount percentage as a mandatory requirement or making it a contingency of the award, should all other factors lead to an award?

Response: See below under changes/revisions #2, #3 #4 and #6.

COMMISSIONERS

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7. A few questions came up as we were preparing a response:

A. RFP 04-20-NL Price Submission Form - Attachment A:

The bid specifies a Dell desktop, notebook, and monitor unless the models have been discontinued. Then we are to "Provide a replacement (equivalent)." Those products are still marketed by Dell. Other manufacturers have innovative, high performance, and secure desktops and notebooks that can provide equivalent and in some cases more value than Dell. Is it The County's intention to only consider Dell? Will the County accept responses for alternate manufacturers that are equivalent?

Response: Offerors are to respond based on the manufacturer and model number provided for each item. A different manufacturer cannot be accepted. If the manufacturer model number has been discontinued, only then can a replacement model for the same manufacturer be provided.

B. AMD has made great strides in performance and their processors are often times more readily available than intel. Is the County willing to accept a response that includes Intel and AMD. If so, is it acceptable to mark the (vendor name) as "For comparison purposes only". Do not include in Sum of Net Price for items 1 through 5.

Response: No. See Response to #7A above; Change and Revisions #1 and #6.

C. The HP printers are still marketed by HP. Will The County consider alternate manufacturers that are equivalent to the HP All-In-One?

Response: No. See above 7.A. and Changes/Revisions #1.

D. The Canon Document Scanner is still marketed by Canon. Will The County consider alternate manufacturers that are equivalent to the Canon Scanner?

Response: No. See above 7.A. and Changes/Revisions #1.

E. If a vendor cannot supply a product in Items 1 through 5 what will be the point deduction?

Response: See above 7.A.; Changes/Revisions #1 and #6 and the RFP document Section VI.C.

8. Proposed Draft Price Agreement:

A. (12.C) Will Bernalillo County allow an Onsite warranty as the standard for some or all of the devices proposed?

Response: Yes.

B. (2.G): In lieu of a 3 day "dead on arrival" replacement SLA, will Bernalillo County allow for 1% Hot Spare units for immediate onsite replacement. All required devices outside of the local Hot Spare pool will have a 15 business day SLA.

Response: Yes

COMMISSIONERS

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C. Section 24 – A.4-4:

- 1) Please describe the specific insurance requirement(s) for the “Pollution Legal Liability” coverage in Section 24 (Insurance) and the applicability of said coverage to the Bidders for this RFP.

Response: Refer to this section which states “if applicable”. This is the standard insurance language and is not applicable for this procurement.

- 2) Please describe the specific insurance requirement(s) for the “Pollution Liability for Transportation Exposure” coverage in Section 24 (Insurance) and the applicability of said coverage to the Bidders for this RFP.

Response: Refer to this section which states “if applicable”. This is the standard insurance language and is not applicable for this procurement.

9. Please see attached letter from HP. This will have an effect on vendor’s ability to honor prices on the RFP into the future. Since we cannot predict the increase amount on the HP printer on the RFP, please let us know how to proceed. FYI – This is the result of tariffs and might effect other products as well. **Note: HP letter is included as the last page of this Addendum.**

Response: Please refer to Section IV. Scope of Service C. 1. and Section V C.2. The County is not requesting firm prices and understands that pricing will change based on marketplace conditions.

Changes/Revisions:

1. Section I. Introduction A. Purpose of this Request for Proposals. Replace with the following:

On behalf of the Bernalillo County Information Technology Department, the Purchasing Section of the Procurement and Business Services Department (“Purchasing”) is soliciting proposals from qualified Offerors to provide **new, unused** computer related products to include but not limited to desktops, laptops, printers, miscellaneous computer peripherals and related services necessary to maintain the County’s Information Technology environment. The purpose of this Request for Proposals (RFP) is to establish a price agreement **with a Successful Offeror who can provide a wide variety of information technology products and related services for multiple brands/manufacturers such as Dell, HP, Lenovo, Logitech, Microsoft, Panasonic, Canon, Samsung, LG, Sony, etc.**

2. RFP document. Section I. D. Definition of Terminology. **Replace “Online Portal: with the following**

“Online Portal” refers to a vendor’s website that provides a complete list of products regularly maintained through a vendor’s website, grouped by major product categories of the software/hardware products provided by the Offeror, consisting of an item number, item description, MSRP if available and the Contract net price, (which is the contract price after the applicable discount), for each available product.

COMMISSIONERS

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3. RFP document, Section IV A. Background. **Replace the third paragraph with the following:**

The primary goal of this procurement is to establish a Price Agreement for Information Technology products and services with a Successful Offeror and create efficiencies and streamline the order process so that products must be available in an Offeror's online portal/website with the capability to include categories, products, specifications, part numbers, availability, MSRP/retail price if available and the Contract net price (which is the contract price after the applicable discount), for each available product.

4. RFP document, Section V. Submittal Requirements, C. Business Management Technology. **Replace #1 with the following:**

Offeror must currently have the capability to provide an online catalog via portal/website to include categories, products, specifications, part numbers, availability, MSRP/retail price if available, and the Contract net price (which is the contract price after the applicable discount), for each available product. **THIS IS A MANDATORY REQUIREMENT. Offerors who do not meet this requirement will be deemed non-responsive.**

5. RFP document Section VII. Proposed Draft Price Agreement #24 Insurance. **ADD:** 8. Technology Errors and Omissions \$1,000,000.
6. Price Submission Form – Attachment A. **Replace with Revised Price Submission Form – Attachment A included as a separate attachment.**

No other changes/revisions have been made. If further assistance regarding this process is required, please contact Natara Landrau, Purchasing Manager, by electronic mail at the address provided in the proposal document.

On behalf of the County, the Bernalillo County Procurement & Business Services Purchasing Section would like to thank you for your time and interest in RFP 04-20-NL and we apologize for any inconvenience this Addendum may have caused. We look forward to your continued interest and your future responses to the ongoing needs of Bernalillo County.

xc: RFP File #04-20-NL

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Vendor Name: _____

1. Do you currently have the capability to provide an online catalog via your portal/website to include categories, products, specifications, part numbers, availability, MSRP/Retail Price if available and Contract net price (which is the contract price after the applicable discount), for each available product? ***Please refer to V. Submittal Requirements, C. 1.***

Yes

 No

2. Provide a detailed narrative regarding the basis for determining the percentage discounts that will be offered for contract products and for the pricing level – i.e. by category, manufacturer, volume, etc. If necessary, can provide an additional page.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

3. **For evaluation purposes only**, provide the MSRP (manufacturer's standard retail price), the percentage discount and net price based on the quantity provided for the following items. Evaluation will be based on the sum of the Net Price for items 1 through 5 shown below. **Net Price to be based on quantity. i.e. $100 \times \text{MSRP} \times \% \text{ discount} = \text{total Net Price}$.**

NOTE: Alternate manufacturers will not be considered. See below under "Note" and refer to Addendum One under Questions and Responses #7.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
1. Dell Desktop Computer OptiPlex 7060 - micro - Core i7 8700T 2.4 GHz - 16 GB - 256 GB, Mfg # JW1Y4	100	_____	_____	_____
2. Dell Laptop Latitude 7490 - 14" - Core i7 8650U 16 GB RAM - 256 GB SSD, Mfg # R5VYY	100	_____	_____	_____
3. Dell 24" USB-C Monitor P2419HC - LED monitor - 24", Mfg #P2419HC	200	_____	_____	_____
4. Hewlett Packard (HP) OfficeJet Pro 8710 All-In-One Printer, M9L66A#B1H, Mfg # M9L66A#B1H	75	_____	_____	_____
5. Canon Document Sheetfed Scanner imageFORMULA DR-C240, Mfg # 0651C002	50	_____	_____	_____
Sum of Net Price for Items 1 through 5			\$	_____

NOTE: If any of the model numbers for the products shown above have been discontinued, please provide a replacement (equivalent) from the same manufacturer and include the following: product name, specifications, manufacturer stock number, MRSP, % Discount and Net Price in the following section based on the corresponding quantity shown above.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
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County of Bernalillo
State of New Mexico

Procurement & Business Services

One Civic Plaza NW, 10th Floor, Suite 10010

Albuquerque, New Mexico 87102

Office: (505) 468-7013 Fax: (505) 468-7083

www.bernco.gov

DATE: September 6, 2019

TO: All Prospective Offerors

FROM: Natar Landrau, Purchasing Administrator

RE: Addendum #2 - Request for Proposal (RFP) 04-20-NL
 Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

This Addendum #2 to Request for Proposal #04-20-NL is issued by Bernalillo County Procurement & Business Services Purchasing Section. The Addendum contains changes/revisions. If any discrepancy exists from responses given at the pre-proposal conference, Addendum #1 and Addendum #2, changes/revisions contained herein shall govern.

Changes/Revisions:

1. Addendum #1 Changes and Revisions 1. and RFP document Section I. Introduction A. Purpose of this Request for Proposals. **Replace with the following:**

On behalf of the Bernalillo County Information Technology Department, the Purchasing Section of the Procurement and Business Services Department ("Purchasing") is soliciting proposals from qualified Offerors to provide **new, unused** computer related products to include but not limited to desktops, laptops, printers, miscellaneous computer peripherals and related services necessary to maintain the County's Information Technology environment. The purpose of this Request for Proposals (RFP) is to establish a price agreement **with a Successful Offeror who MUST provide a wide variety of information technology products and related services for multiple brands/manufacturers such as Dell, HP, Lenovo, Logitech, Microsoft, Panasonic, Canon, Samsung, LG, Sony, etc. NOTE: THIS IS A MANDATORY REQUIREMENT. OFFERORS WHO DO NOT MEET THIS REQUIREMENT WILL BE DEEMED NON-RESPONSIVE.**

2. Price Submission Form – Attachment A. **Replace with Revised #2 Price Submission Form – Attachment A included as a separate attachment.**

COMMISSIONERS

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COUNTY MANAGER

Julie Morgas Baca

No other changes/revisions have been made. If further assistance regarding this process is required, please contact Natara Landrau, Purchasing Manager, by electronic mail at the address provided in the proposal document.

On behalf of the County, the Bernalillo County Procurement & Business Services Purchasing Section would like to thank you for your time and interest in RFP 04-20-NL and we apologize for any inconvenience this Addendum may have caused. We look forward to your continued interest and your future responses to the ongoing needs of Bernalillo County.

xc: RFP File #04-20-NL

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COUNTY MANAGER

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REVISED #2 PRICE SUBMISSION FORM – ATTACHMENT A

Vendor Name: _____

1. Do you currently have the capability to provide an online catalog via your portal/website to include categories, products, specifications, part numbers, availability, MSRP/Retail Price if available and Contract net price (which is the contract price after the applicable discount), for each available product? **Note: This is a mandatory requirement. Please refer to V. Submittal Requirements, C. 1.**

_____ Yes _____ No

2. Do you offer a wide variety of technology products and related services for multiple brands/manufacturers such as Dell, HP, Lenovo, Logitech, Microsoft, Panasonic, Canon, Samsung, LG, Sony, etc.? **NOTE: This is a mandatory requirement. Please refer to Addendum #2.**

_____ Yes _____ No

3. Provide a detailed narrative regarding the basis for determining the percentage discounts that will be offered for contract products and for the pricing level – i.e. by category, manufacturer, volume, etc. If necessary, can provide an additional page.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

4. For evaluation purposes only, provide the MSRP (manufacturer's standard retail price), the percentage discount and net price based on the quantity provided for the following items. Evaluation will be based on the sum of the Net Price for items 1 through 5 shown below. **Net Price to be based on quantity. i.e. $100 \times \text{MSRP} \times \% \text{ discount} = \text{total Net Price}$.**

NOTE: Alternate manufacturers will not be considered. See below under "Note" and refer to Addendum #1 Questions and Responses #7.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
1. Dell Desktop Computer OptiPlex 7060 - micro - Core i7 8700T 2.4 GHz - 16 GB - 256 GB, Mfg # JW1Y4	100	_____	_____	_____
2. Dell Laptop Latitude 7490 - 14" - Core i7 8650U 16 GB RAM - 256 GB SSD, Mfg # R5VYY	100	_____	_____	_____
3. Dell 24" USB-C Monitor P2419HC - LED monitor - 24", Mfg #P2419HC	200	_____	_____	_____
4. Hewlett Packard (HP) OfficeJet Pro 8710 All-In-One Printer, M9L66A#B1H, Mfg # M9L66A#B1H	75	_____	_____	_____
5. Canon Document Sheetfed Scanner imageFORMULA DR-C240, Mfg # 0651C002	50	_____	_____	_____
Sum of Net Price for Items 1 through 5				\$ _____

NOTE: If any of the model numbers for the products shown above have been discontinued, please provide a replacement (equivalent) from the same manufacturer and include the following: product name, specifications, manufacturer stock number, MRSP, % Discount and Net Price in the following section based on the corresponding quantity shown above. **A different manufacturer cannot be accepted.**

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
----------------	------------	-------------	-------------------	------------------

PRODUCT

QTY

MSRP

% DISCOUNT

NET PRICE



County of Bernalillo
State of New Mexico

Procurement & Business Services

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Albuquerque, New Mexico 87102

Office: (505) 468-7013 Fax: (505) 468-7083

www.bernco.gov

DATE: September 6, 2019

TO: All Prospective Offerors

FROM: Natara Landrau, Purchasing Administrator

RE: Addendum #3 - Request for Proposal (RFP) 04-20-NL
 Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

This Addendum #3 to Request for Proposal #04-20-NL is issued by Bernalillo County Procurement & Business Services Purchasing Section. The Addendum contains the following change to the proposal due date.

Due to unforeseen circumstances, the proposal submission due date has been extended to Tuesday September 17, 2019 at 4:00 p.m. local time. Please be advised that there will not be access to One Civic Plaza NW, Albuquerque, NM 87102 from 2:00 p.m. Monday September 16, 2019 through 10:00 a.m. Tuesday September 17, 2019.

No other changes/revisions have been made. If further assistance regarding this process is required, please contact Natara Landrau, Purchasing Manager, by electronic mail at the address provided in the proposal document.

On behalf of the County, the Bernalillo County Procurement & Business Services Purchasing Section would like to thank you for your time and interest in RFP 04-20-NL and we apologize for any inconvenience this Addendum may have caused. We look forward to your continued interest and your future responses to the ongoing needs of Bernalillo County.

xc: RFP File #04-20-NL

COMMISSIONERS

Maggie Hart Stebbins, Chair, District 3 Debbie O'Malley, Vice Chair, District 1
 Steven Michael Quezada, Member, District 2 Lonnie C. Talbert, Member, District 4 Charlene E. Pyskoty, Member, District 5

ELECTED OFFICIALS

Tanya R. Giddings, Assessor Linda Stover, Clerk Cristy J. Carbon-Gaul, Probate Judge Manuel Gonzales III, Sheriff Nancy M. Bearce, Treasurer

COUNTY MANAGER

Julie Morgas Baca

ardham

Response to Bernalillo County RFP 04-20 NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Ardham Technologies, Inc.

Response to:

Bernalillo County RFP 04-20-NL
Desktops, Laptops, Printers and
Miscellaneous Computer
Peripherals

Due 9/17/2019, 4:00pm MDT

Binder 1: Original



Response to Bernalillo County RFP 01-20-01 Desktops, Laptops, Printers, and Miscellaneous Computer Peripherals

September 11, 2019

Bernalillo County Purchasing Section, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102

Dear Natara Landrau:

Ardham Technologies, Inc. appreciates the opportunity to respond to this solicitation and offers access to a wide variety of products, services, and solutions from many major manufacturers. These include Dell, HP, Lenovo, Logitech, Microsoft, Panasonic, Canon, Samsung, LG, Sony, etc, among over 600 others.

Ardham also offers the unique capability of an online product catalog including ordering functionality. Ardham has provided valuable and streamlined solutions to government clients since 2003. These accomplishments support Ardham's mission of keeping IT simple for clients.

The requirements outlined in the Request for Proposal have been met, and no additional terms are proposed. The Ardham team has developed this response to support the best interests of Bernalillo County.

The County will benefit from Ardham's extensive experience with procurement contracts, wide range of products, value-added services, and streamlined processes.

Should you have any questions, or need any further information, please do not hesitate to contact me at sdaves@ardham.com or 505-872-9040.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "SD", is written over a horizontal line.

Shay Daves, Operations Manager



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

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Response to Bernalillo County RFP 04 20-NI Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

2. Appendix A: Submittal Letter Form

Ardham Technologies, Inc.

5411 Jefferson St NE, Ste. 200, Albuquerque, NM 87109

P: 505 872 9040 / 888-510-6575, F: 888 316.5523 www.Ardham.com

APPENDIX A
SUBMITTAL LETTER FORM
RFP# 04-20-NL

Identity of Submitting Business (including d/b/a):

Ardham Technologies, Inc.

Mailing Address:

5411 Jefferson St NE
Suite 200
Albuquerque, NM 87109

Who can contractually obligate?

Name/Title: Shay Daves Operations Manager	E-mail: ardham@ardham.com	Phone: 505-872-9040
---	------------------------------	------------------------

Contact for Inquiries/Clarifications/Negotiations

Inquiries/Clarifications Name/Title: Shay Daves Operations Manager	E-mail: ardham@ardham.com	Phone: 505-872-9040
Contact for Negotiations Name/Title: Shay Daves Operations Manager	E-mail: ardham@ardham.com	Phone: 505-872-9040

Addendum Acknowledgment:

If Addendum has been received, please indicate how many in the spaces below.

Addendum number(s) 1 through 3 have been received.

Statement of Concurrence

Pay Equity Reporting requirements are applicable. Offeror agrees to comply as defined in Section II.D.3.

Yes X No

If Pay Equity Reporting Requirements are not applicable (see Section II.D.3.A) initial on the line below

 (Offeror initials)

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement, Pay Equity Reporting Requirements and Unfair Business Practices Disclosure, as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed:

Date: 9/12/19



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

3. Appendix C: Campaign Contribution Disclosure Form

Ardham Technologies, Inc.

5411 Jefferson St NE, Ste. 200, Albuquerque, NM 87109

P: 505.872.9040 / 888-510-6575, F: 888.316.5523 www.Ardham.com

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Name of Company: Ardham Technologies, Inc.

SD
Signature

9/12/19
Date

Operations Manager
Title (Position)



Response to Bernalillo County RFP 04 20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

4. Proposal Summary

Ardham Technologies, Inc. has prepared this proposal illustrating that Ardham will accomplish the desired outcomes Bernalillo County has described in this RFP. Ardham offers new/unused products, services, and solutions for each the example manufacturers, along with over 600 hundred others. Ardham provides access to nearly 1,000,000 different items.

Ardham combines this expansive product offering with an online catalog providing ecommerce and PunchOut capabilities.

The online catalog currently includes the product and pricing details desired by the County:

- A searchable product database grouped by category, type, and manufacturer
- Manufacturer item number
- Item description
- MSRP
- Contract net price

The online catalog can be viewed at this URL below. Note that Bernalillo County's pricing is confidential and can only be accessed once a login is created.

<https://www.ardham.com/products/>

Ardham enables the County to provide necessary technology to its departments and staff using a streamlined process. The County will benefit from contract compliance, procurement simplicity, access to ever-changing modern technology, and an up-to-date catalog of nearly 1,000,000 items. The catalog is simple to use and can be searched and sorted in many ways, including brand, category, and item number.



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Additional Terms and Conditions

Ardham Technologies, Inc. does not propose any additional Terms and Conditions.

Ardham Technologies, Inc.

5411 Jefferson St NE, Ste. 200, Albuquerque, NM 87109

P: 505.872.9040 / 888-510-6575, F: 888.316.5523 www.Ardham.com



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

5. Response to Proposal Requirements

V. SUBMITTAL REQUIREMENTS

A. Ability to Meet Scope of Services / Requirements:

Provide a letter, signed and dated by a duly authorized representative, stating that your company is fully able to meet the Scope of Services and Requirements set forth in the RFP including the capability to offer an extensive list of products.

Bernalillo County Purchasing Section, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102

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

Dear Natara Landrau:

Ardham Technologies, Inc is fully able to meet the Scope of Services and Requirements set forth in the RFP including the capability to offer an extensive list of products.

Sincerely,

Shay Daves, Operations Manager

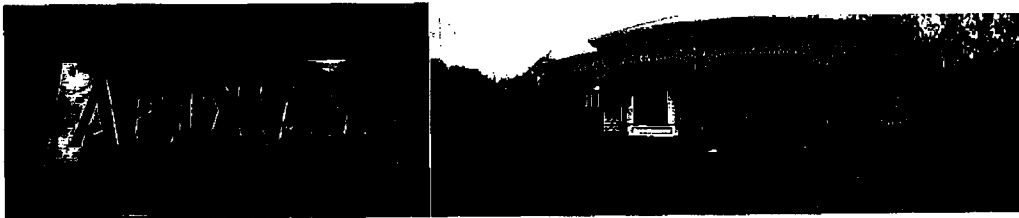


Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Company Qualifications

1. Provide a profile of company history including the length of time in business, number of employees, organizational structure and experience in successfully providing Computer and Related products to existing customers of similar size and scope as stated in this RFP.

Ardham Technologies, Inc. history begins with its founder, Brian Swainston, providing IT support to local businesses and schools in New Mexico and Arizona in 2003. The word "ardham" is Sanskrit for "meaning" or "meaningful". The purpose of Ardham is to bring meaningful value to all employees, clients, and partners. "Ardham" has a personal meaning to Brian; This was the name of his childhood home in Australia. Brian's outstanding personal values have been instrumental in developing the Ardham team into the caring group of skilled people that it is today.



Through dedication to client satisfaction, an expert skill set, and long hours, the organization grew significantly. In 2005, Ardham was incorporated in the State of New Mexico. Since then, Ardham has maintained a focus on providing technical turn-key solutions to government organizations, school districts, charter schools, higher education, and other local entities. Brian Swainston is still the sole principal and is deeply involved with the organization and clients. His genuine desire to be of service to others has spread throughout the organization and is seen in the dedication of every team member in their daily service to clients and partners.

Ardham focuses on solutions. This focus fosters healthier relationships through a mutually shared fate where all involved will experience the successes together.

With extensive experience providing support and solutions to government organizations, Ardham has proven itself time and time again to be an invaluable asset. Ardham provides a unique perspective to clients by providing over 200 years of combined IT experience.

The Ardham team numbers approximately 20, all of whom work in the Albuquerque, NM office. The organization structure consists of a CEO/Owner, President, Operations Manager, Controller, and Engineering Manager. Those individuals lead the organization's departments including Sales, Pre-Sales Engineering, and Engineering Service Delivery.

Ardham currently holds over 15 contract vehicles which have streamlined and added significant value to procurement for a wide range of government and educational agencies. These agencies range in size from several hundred users to over 10,000 users. These contracts have been utilized to procure a wide range of products and related services, such as: computers, servers, storage, hyperconverged systems, network infrastructure, security, software licensing,

Ardham Technologies, Inc.

5411 Jefferson St NE, Ste 200, Albuquerque, NM 87109

P: 505 872 9040 / 888-510-6575, F: 888 316 5523 www.Ardham.com



Response to Bernalillo County RFP 04-20-NI Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

warranties, service contracts, scanners, peripherals, accessories, audio/visual, cloud services, managed services, professional services, etc.

Ardham processes many millions of dollars in orders through various contracts annually. Ardham's leadership and sales staff have more than 40 years of experience with procurement contracts and are dedicated to the success of each contract. Success is not measured simply by utilization, but also by client satisfaction and the avoidance of any situation which could result in a negative audit finding. Ardham is dedicated to upholding the terms of each contract to ensure mutual success of the client and Ardham.

Ardham currently holds a similar contract with the City of Albuquerque. Since its inception, the City has improved its turn-around time acquiring new equipment and software and recognized cost savings. During the past several months of 2019, the City has procured nearly the annual amount projected in this RFP. Outside of delivery matters with FedEx and UPS, the City has had very positive feedback.

Ardham Technologies, Inc.

5111 Jefferson St NE, Ste. 200, Albuquerque, NM 87109

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Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

*******CONFIDENTIAL AND PROPRIETARY PAGE;
NOT FOR PUBLIC RELEASE;
EXEMPT FROM NM INSPECTIONS OF PUBLIC RECORDS ACT*******

2. *Sales Volume*: Provide the volume of sales based on dollars for your business for the calendar year 2018.

\$6,478,957

Per RFP General Requirements Page 10:

10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law.

*******CONFIDENTIAL AND PROPRIETARY PAGE;
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Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

3. Multiple Account Setup and Management. Provide a narrative describing the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and deliver to multiple locations throughout the area.

Ardham Technologies, Inc. utilizes industry-leading software applications to manage individual companies, individual contacts, quotes, orders, invoices, service records, and billing: ConnectWise Manage and ConnectWise Sell.

These systems allow Ardham to create and manage numerous individual accounts and contacts for quotes, orders, billing, and reporting purposes. This facilitates delivery to multiple locations throughout the area.

Ardham currently maintains separate account records ("companies") for many clients who have multiple divisions, departments, locations, etc. Ardham can use a similar method for Bernalillo County, as needed, in order to facilitate accurate data and ease of reporting or for other initiatives.

Ardham utilizes commercial carriers for nearly all deliveries. Deliveries throughout the area can be facilitated by FedEx, UPS, SAIA, RAC, Old Dominion, USPS, etc. and/or Ardham as needed.



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Business Management Technology

Describe the following:

1. Offeror must currently have the capability to provide an online catalog via portal/website to include categories, products, specifications, part numbers, availability, MSRP/retail price, and contract net prices. THIS IS A MANDATORY REQUIREMENT. Offerors who do not meet this requirement will be deemed non-responsive.

Ardham Technologies, Inc. currently offers an online catalog which meets all requirements. It can be accessed at <https://www.ardham.com/products>

The public view of this website will not show the County contract net pricing. Upon request, the County will be provisioned login credentials to view County-specific discounts. The County will see both MSRP and contract net pricing when using a registered account, along with all other requested details.

2. Product and Pricing Updates: Method and Frequency for product and price updates in an online portal/website.

The products and pricing shown in the online catalog are from a live database. The data provider advises that updates are performed nightly. As such, the catalog is updated daily.

3. Ability to request from the vendor's representative a written quote and receive within twenty-four hours for the majority of requests with the exception of non-time sensitive requests.

The Ardham team welcomes phone calls and emails to obtain quotes and discuss options. Quotes will be provided in a timely manner to comply with this stipulation.

4. Flexibility to support changing business conditions (adding new products, services, business growth).

Ardham understands the need for flexibility. This contract proposal and categorical discounting structure is created in such a way that the County will always have access to the latest and most applicable products and solutions. This approach supports the expected and unexpected future needs of the County by automatically including new products within each category.



Response to Bernalillo County RFP 04-20 NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

References

Offerors must provide three (3) business references similar in size and scope as outlined in this RFP with contact name, address, and telephone number, e-mail address and a brief synopsis of Offeror's product(s) and length of association.

City of Albuquerque

Daphany Martin, DTI Fiscal
505-768-3482
dmartin@cabq.gov

Ardham currently holds a contract directly with the City of Albuquerque for IT products. Ardham has also utilized other contracts to support the City's needs such as National IPA. The procurements have been for desktops, notebooks, rugged notebooks, security, accessories, software, and warranties from many leading brands including HP, Lenovo, Microsoft, Canon, Panasonic, Dell, etc. Ardham has also provided Professional Services for support and projects. Ardham has worked with the City since 2014 and was awarded this new contract in 2019.

City of Rio Rancho

Lisa Schimmel, IT Director
505-896-8752
lschimmel@ci.rio-rancho.nm.us

Ardham utilizes various contracts to support the City of Rio Rancho including NASPO, CES, State of New Mexico, GSA, etc. Under these contracts, Ardham has provided a wide variety of IT solutions to the City including desktops, notebooks, servers, security, hyperconverged solutions, network infrastructure, software, accessories, and warranties from leading manufacturers. Ardham has also provided Professional Services for support and projects. These have included brands such as Dell, Aruba, Cisco, Microsoft, VMware, Nutanix, etc. Ardham has worked with the City of Rio Rancho since 2011.

State of New Mexico, Department of Transportation

Bruce Oakeley, Chief Information Officer
505-827-5391
bruce.oakeley@state.nm.us

Ardham has supported the initiatives of DOT through various contracts. Procurements include computers, software, storage, servers, converged solutions, accessories, cabling, and warranties from manufacturers such as Cisco, Dell, SolarWinds, Datrium, and Intel. Ardham has also provided Professional Services for support and projects. Ardham has worked with the DOT since 2017.



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Value-Added Services

Provide additional value-added services such as the ability for County to create immediate quotes through the online portal website; obtain detailed usage reports quarterly and annually either through the online portal website or provided via email; onsite maintenance contracts, system imaging, and asset tagging.

Ardham Technologies, Inc. is a recognized leader in the IT consulting industry due, in part, to the tremendous value provided to clients.

With the online catalog, the County can obtain pricing and availability immediately, as well as create quotes. Order history is available online, or reports can be provided via email. Ardham can provide access to an integration center for staging, asset tagging, and configuration prior to delivery. Additionally, Ardham offers both onsite and remote maintenance contracts based on the County's needs.

Ardham provides access to highly experienced and certified IT engineers, as well its entire expansive product catalog of nearly 1,000,000 items and over 630 of the leading technology manufacturers.

Ardham's team of professional engineers bring over 200 years of combined experience to provide extraordinary solutions. These engineers have numerous technical certifications from a variety of major manufacturers including Cisco, Microsoft, Dell, Juniper, SonicWALL, Aruba, VMWare, HP, Nutanix, Datrium, Aerohive, APC, etc.

Ardham provides pre-sales technical guidance from our Cloud Solutions Specialists and Systems Engineers to assist in defining the appropriate solutions. Throughout the design and proposal process, Ardham works with its internal engineering teams as well as with vendors and their engineering teams to develop the best possible solutions.

Ardham is vendor agnostic and always seeks the best solution rather than endorsing only a particular set of brands due to promotions or other interests.

Ardham has the unique ability to offer End of Life Support, such as secure IT Asset Disposal Services (ITAD) and Trade-In of Decommissioned Equipment.

Additionally, Ardham offers Compliance and Risk Management services around IT infrastructure as well as PCI, HIPAA, HITRUST, NIST, and ISO 27001 Compliance Reviews. Professional Vulnerability Assessments and Penetration Testing is also available to help the County reduce its exposures, enhance regulatory compliance, and fortify overall information security.



Response to Bernalillo County RFP 04 20-NI Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

6. Additional Required Materials

Preference Eligibility: 20%

State of New Mexico:

- State of New Mexico Resident Bidder; Certificate issued by NM TRD

Bernalillo County:

- Local County business for preference

Ardham Technologies, Inc. meets the requirements of the RFP to receive this preference.

Ardham holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978 and maintains its principal office and place of business in Bernalillo County, which is staffed and open to the public regularly, subject to verification by the County.

Ardham's office is located within Bernalillo County and welcomes tours from County officials.

- Small Business

Ardham Technologies, Inc. meets the requirements of the RFP to receive this preference. A letter signed by a CPA is included, as required.

- Pay Equity Business

Ardham Technologies, Inc. meets the requirements of the RFP to receive this preference. Included is the output of the Pay Equity reporting template provided by the County. The deviation between men and women in comparable positions is below 7%.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: ARDHAM TECHNOLOGIES, INC.

DBA: ATTN BRIAN J SWAINSTON
ARDHAM TECHNOLOGIES, INC.
5411 JEFFERSON ST NE STE 200
ALBUQUERQUE, NM 87109-3485

Expires: **18-Oct-2019**

Certificate Number:

L0527760944

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Affidavit

State of New Mexico, County of Bernalillo

I, David Metler, hereby assert that Ardham Technologies, Inc. meets the criteria specified in the Bernalillo County RFP 04-20-NL, County Preference for a **Small Business** ("Small Business shall mean a Local Business which employs an average of fewer than fifty (50) full-time employees in a calendar year").

I am a Certified Public Accountant. I hereby state that this information is true to the best of my knowledge.

Signature

David F. Metler

Date

9-11-19

Pay Equity Reporting Form

Company name: Ardham Technologies, Inc.
Mailing address line 1: 5400 Jefferson St. NE
Mailing address line 2: Suite 200
City, state, zip code: Albuquerque, NM 87109
Phone: 505-872-9040 Ext. 124
E-mail address: msmith@ardham.com
FEIN number: 42-1672462
Reporting calendar year: 25-6207-1
 2018

Job Category	No. Females	No. Males	Gap (Absolute %)
1 - Officers and Managers	0	3	N/A
2 - Professionals	3	5	8.00%
3 - Technicians	0	0	N/A
4 - Sales Workers	3	2	5.21%
5 - Office and Admin. Support	1	0	N/A
6 - Craft Workers (Skilled)	0	0	N/A
7 - Operators (Semi-Skilled)	0	0	N/A
8 - Laborers (Unskilled)	0	0	N/A
9 - Service Workers	0	0	N/A
Total # Job Categories With No Employees	5		
Total # Female Only Job Categories	1		
Total # Male Only Job Categories	1		
Total # Females (all categories)	7		
Total # Full Time Females	8		
Total # Part Time Females	0		
Total # Males (all categories)	10		
Total # Full Time Males	10		
Total # Part Time Males	0		
Total # Employees	17		
Female % Workforce	41.18%		
Male % Workforce	58.82%		

To be completed by Purchasing:
 Sole Source Doc. #: (if applicable) _____
 Contract Control Number (if available): _____
 PO Number (if available): _____

Document must be signed by the principal executive of the company:

Brian Suglustin, CEO *[Signature]* 9/12/19
 Name and title, printed Date

APPENDIX E
UNFAIR BUSINESS PRACTICES DISCLOSURE FORM

- (a) For the purposes of this Section, "Unfair Business Practices" shall mean a system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.
- (b) Bernalillo County ("County") finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

THE OFFEROR CERTIFIES THAT:

- It has not participated in Unfair Business Practices as defined above.
- It will report to the Central Purchasing Office any additional Unfair Business Practices or violations by it during the term of its agreement with the County.
- It agrees that any contract with the County awarded under this solicitation may be terminated as a result of its engaging in Unfair Business Practices.

Ardham Technologies, Inc.

Company Name of Offeror

505-872-9040

Telephone Number

888-316-5523

FAX Number

ardham@ardham.com

E-Mail Address

Company Address

5411 Jefferson St Ne. Ste. 200

Albuquerque, NM 87109



Signature (Authorized Representative)

Shay Daves

Printed Name (Authorized Representative)

Operations Manager

Printed Title (Authorized Representative)

9/12/19

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2018

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 on a 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 Daniels Insurance, Inc.-Albuq. 320 Gold Avenue SW, Suite 700 Albuquerque NM 87102	CONTACT NAME: Ed Risley PHONE (A/C No. Ext): (505) 766-9676 FAX (A/C No.): (505) 766-9679 E-MAIL ADDRESS: tspence@danielsinsuranceinc.com
INSURED Ardham Technologies 5411 Jefferson NE Albuquerque NM 87109	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance C 27154 INSURER B: OBI National Insurance Company 14190 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 24337

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 EXPI (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7110144330004	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCED/NO PROD AGG \$ 2,000,000 Emp Benefits Liab \$ 1,000,000 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"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOMOBILE		7110144330004	06/01/2018	06/01/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		7110144330004	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4060419580000	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Cyber/Network Liab		760010396-000	06/01/2018	06/01/2019	Cyber Liability - Limit \$ 1,000,000
B	Cyber/Network Liab		760010396-000	06/01/2018	06/01/2019	Cyber Liability - Retention \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General liability and auto liability policies contain a "Blanket Additional insured" provision that establishes the scope of additional insured coverage granted to the certificate holder. Per a blanket waiver of subrogation and where permitted by the state law, the insurer waives its right to subrogate against the certificate holder by reason of payments made under general liability, auto liability and worker's compensation, but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

Bernalillo County
One Civic Plaza NW
Albuquerque NM 87102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Response to Bernalillo County RFP 04-20-NL Desktops, Laptops, Printers and Miscellaneous Computer Peripherals

Ardham Technologies, Inc.

Response to:

Bernalillo County RFP 04-20-NL
Desktops, Laptops, Printers and
Miscellaneous Computer
Peripherals

Due 9/17/2019, 4:00pm MDT

Binder 2: Original

RFP 04-20-NL

REVISED #2 PRICE SUBMISSION FORM – ATTACHMENT A

Vendor Name: Ardham Technologies, Inc.

1. Do you currently have the capability to provide an online catalog via your portal/website to include categories, products, specifications, part numbers, availability, MSRP/Retail Price if available and Contract net price (which is the contract price after the applicable discount), for each available product? **Note: This is a mandatory requirement. Please refer to V. Submittal Requirements, C. 1.**

☒ Yes ☐ No

2. Do you offer a wide variety of technology products and related services for multiple brands/manufacturers such as Dell, HP, Lenovo, Logitech, Microsoft, Panasonic, Canon, Samsung, LG, Sony, etc.? **NOTE: This is a mandatory requirement. Please refer to Addendum #2.**

☒ Yes ☐ No

3. Provide a detailed narrative regarding the basis for determining the percentage discounts that will be offered for contract products and for the pricing level – i.e. by category, manufacturer, volume, etc. If necessary, can provide an additional page.

Ardham Technologies, Inc. provides access to nearly 1,000,000 different products from more than 630 of the world's leading technology manufacturers. To provide the widest range of solutions, Ardham offers categorical-discounting to avoid the pitfalls of a static product list. Catalog: <https://www.ardham.com/products>. A login will be created for Bernalillo County to view discounted pricing.

By offering an enormous variety of products and an online catalog with the requested features, Ardham enables the County to make necessary procurements while streamlining the process. Below are the minimum discounts offered per category:

Ardham	10%	Networking	5%
Audio/Video	10%	Online Support	45%
Cameras/Digital Cameras	15%	Peripherals	13%
Computer Components	15%	Reference / Data	40%
Conversion	58%	Services/Support	3%
General	5%	Software	3%
Intranet / Web	54%	Storage	5%
Laminating	44%	Supplies & Accessories	15%
Mobile Audio & Video	42%	Systems	3%
Mobile Plans	47%	Telephony	10%
Mobility	10%	UPS/Power Devices	10%
Multifunction/Office	12%	Average 21% discount off list	

4. For evaluation purposes only, provide the MSRP (manufacturer's standard retail price), the percentage discount and net price based on the quantity provided for the following items. Evaluation will be based on the sum of the Net Price for items 1 through 5 shown below. **Net Price to be based on quantity. i.e. $100 \times \text{MSRP} \times \% \text{ discount} = \text{total Net Price}$.**

NOTE: Alternate manufacturers will not be considered. See below under "Note" and refer to Addendum #1 Questions and Responses #7.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
1. Dell Desktop Computer OptiPlex 7060 - micro - Core i7 8700T 2.4 GHz - 16 GB - 256 GB, Mfg # JW1Y4	100	\$1,628.39	39%	\$100,021.95 (\$1000.22/ea)
2. Dell Laptop Latitude 7490 - 14" - Core i7 8650U 16 GB RAM - 256 GB SSD, Mfg # R5VYY	100	\$3,404.25	21%	\$268,084.95 (\$2,680.85/ea)
3. Dell 24" USB-C Monitor P2419HC - LED monitor - 24", Mfg #P2419HC	200	\$289.99	29%	\$41,346.90 (\$207.73/ea)
4. Hewlett Packard (HP) OfficeJet Pro 8710 All-in-One Printer, M9L66A#B1H, Mfg # M9L66A#B1H	75	**Printer discontinued by HP; Recommended replacement new model below.**		
5. Canon Document Sheetfed Scanner imageFORMULA DR-C240, Mfg # 0651C002	50	\$795.00	22%	\$31,021.73 (\$620.43/ea)
Sum of Net Price for Items 1 through 5				\$ 440,475.53

NOTE: If any of the model numbers for the products shown above have been discontinued, please provide a replacement (equivalent) from the same manufacturer and include the following: product name, specifications, manufacturer stock number, MSRP, % Discount and Net Price in the following section based on the corresponding quantity shown above. A different manufacturer cannot be accepted.

<u>PRODUCT</u>	<u>QTY</u>	<u>MSRP</u>	<u>% DISCOUNT</u>	<u>NET PRICE</u>
HP Officejet Pro 9010	75	\$307.00	30%	\$16,135.50
All-in-One - Multifunction printer Mfg# 3uk83a				(\$215.14/ea)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2019

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 Daniels Insurance, Inc.-Albq. 320 Gold Avenue SW, Suite 700 Albuquerque NM 87102		CONTACT NAME: Ed Risley PHONE (A/C No, Ext): (505) 766-9676 FAX (A/C No): (505) 766-9679 E-MAIL ADDRESS: tspence@danielsinsuranceinc.com	
INSURED Ardham Technologies, Inc. 5411 Jefferson NE Albuquerque NM 87109		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Atlantic Specialty Insurance C INSURER C: OBI National Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 27154 14190	

COVERAGES**CERTIFICATE NUMBER:** Cert ID 26784**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110144330005	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7110144330005	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110144330005	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4060419580006	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			WG00001189AA	06/01/2019	06/01/2020	Occurrence \$ 1,000,000 \$

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

General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. Bernalillo County is included as certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Bernalillo County One Civic Plaza NW Albuquerque NM 87102	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)
2. Non-Owned Aircraft and Watercraft Under 55 Feet
3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators
4. Personal and Advertising Injury Exclusions
 - a. Insureds in Media and Internet Type Businesses
 - b. Electronic Chatrooms or Bulletin Boards
5. Medical Payments – Increased Limits and Time Period
6. Product Recall Expense Coverage
7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

B. Section II – Who is an Insured

1. Broadened Named Insured
2. Additional Insured – Broad Form Vendor
3. Additional Insured – Written Contract, Agreement, Permit or Authorization

4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics
5. User of Covered Watercraft
6. Newly Acquired or Formed Organizations

C. Section III – Limits of Insurance – Aggregate Limit Per Location

D. Section IV – Commercial General Liability Conditions

1. Duties in Event of Occurrence, Offense, Claim or Suit
2. Waiver of Subrogation When Required by Written Contract or Agreement

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish
2. Coverage Territory – Worldwide
3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion 2.j. **Damage To Property of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

Paragraph (1) of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph 6. of **Section III – Limits Of Insurance:**

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph b.(1) of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion 2.j. **Insureds In Media And Internet Type Businesses of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion 2.k. **Electronic Chatrooms Or Bulletin Boards of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability:**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage C is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph a.(3)(b) in Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments:**

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:
- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
 - (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
 - (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
 - (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. The insurance afforded to such vendor under Paragraph a. above:
- (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph a. above:
 - (1) The following is added to Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**
 Regardless of the provisions of Paragraphs a. and b. above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
 - (1) Such additional insured is a Named Insured under that other insurance; and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance:**
 The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract, agreement, permit or authorization; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured:**
 But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**
 This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.

- b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions:**

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured:**

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph 2. of **Section III – Limits Of Insurance:**

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Commercial General Liability Conditions:**

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph 4. of **Section V – Definitions:**

4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph 12.f.(1) of Section V – Definitions:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph A.1. **Who is an Insured of Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph B.5. **Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph A.1. **Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph A.1. **Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph A.1. **Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion B.5. **Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to B.5.b of Section IV – **Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph A.1. Who is an Insured of Section II – Covered Autos Liability Coverage is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph A.2.a. Supplementary Payments of Section II – Covered Autos Liability, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired "autos" are covered "autos" under Section II – Covered Autos Liability Coverage and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph b. below.
- b. For Hired Physical Damage Coverage provided by paragraph a. above:
 - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph A.2. Towing of Section III – Physical Damage Coverage:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph A.4. Coverage Extensions of Section III – Physical Damage Coverage:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion B.6. of Section III – Physical Damage Coverage:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph B. Exclusions of Section III – Physical Damage Coverage:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph D. **Deductible of Section III – Physical Damage Coverage:**

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions:**

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph A.2. **Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph A.5. **Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions:**

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph C. of **Section V – Definitions:**

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions:**

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.








Ardham VMware Cloud Foundation 5 Contract - Packet

Final Audit Report

2024-10-22

Created:	2024-10-22
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAABAN4g_ZcugOA2XfygaSuc7vypgWzi_f7

"Ardham VMware Cloud Foundation 5 Contract -Packet" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-22 - 8:15:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-22 - 8:18:09 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-22 - 9:16:11 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-22 - 9:16:29 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-10-22 - 9:16:33 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-10-22 - 9:35:14 PM GMT- IP address: 63.232.20.2
-  Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: add amendment with current term reflected. (see email)
2024-10-22 - 10:02:06 PM GMT- IP address: 63.232.20.2



Bernalillo County Electronic Contract Routing

Department: Information Technology
Type of Agreement: Amendment
Contract Liaison: Lisa LeMar
Director: Robert L. Benavidez
DCM: Shirley Ragin

ELECTRONIC CONTRACT ROUTING FORM (ECR) (ID # 21104)

Ardham Amendment #1 - Extend Equipment Contract Contract Control Number 2023-0653

BUDGET/ACCOUNT ASSIGNMENT(S) / BALANCE (FILL IN APPLICABLE INFORMATION)

Asset: _____ Cost Center: 240102 Order: _____
WBS Element: _____ *Grant: _____ G/L Acct: 521050
GL Account Balance: _____

*GRANT INFORMATION (if applicable):

Will Federal grant funds be used to procure the goods/services purchased under this contract? *Yes: ___ No: X

*If Yes provide the CCN related to the Federal Grant Agreement: CCN: _____

Contract Period: November 12, 2023 - November 11, 2027 Indefinite Yes: ___ No: X

Contract Amount: \$0.00 Tax: \$ 0.00 Total Amount: \$0.00

Federal Tax No: _____

State Tax No: _____

PROCUREMENT TYPE:

Written Quote (Attached): ___ Request for Bid (RFB): ___ Request for Proposal (RFP): ___ Other (Attached): X

TO BE COMPLETED BY THE PURCHASING SECTION

CONTRACT INFORMATION:

Agreement Type: _____ Original CCN: 2019-0860 Amendment CCN: _____

*If procurement of goods/services will be purchased with Federal Funds (see Financial Impact), is vendor currently debarred/suspended (www.sam.gov <<http://www.sam.gov>>)? Yes: ___ No: ___ If Yes, discontinue routing process and contact the Contract Liaison.

INSURANCE INFORMATION/REQUIREMENTS (check applicable):

Professional Liability: ___ Commercial General Liability: ___ Auto: ___ Workers Comp: ___ Other: ___

Attachments:

- 2023-0653_Ardham Amendment #1_MT.21104 (PDF)

Contract Reviewers:

Information Technology 11:56 AM	Robert L. Benavidez	Review	Completed	09/05/2023
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Procurement & Business Services 9:45 AM	Natasha Millenbah	Review	Completed	09/07/2023
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Approve

Budget 2:08 PM	Jasmin Gomez	Review	Completed	09/07/2023
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Risk Management 2:33 PM	Armany Mansour	Review	Completed	09/07/2023
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Legal 11:14 AM	John T. Grubescic	Review	Completed	09/08/2023
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Approved as to form. JTLG

Finance 11:26 AM	Shirley Ragin	Review	Completed	09/08/2023
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Reviewed and approve. 9/8/2023

Bernalillo County Electronic Contract Routing 12/31/2099 12:00 AM	Julie Anne Baca	Meeting	Pending
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Procurement & Business Services 8:40 AM	Natasha Millenbah	Review	Completed	09/12/2023
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Approve

**ARDHAM PRICE AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT made and entered into this 12 day of November 2023, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico ("County"), and Ardham Technologies, Inc. (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County and the Contractor entered into an Agreement dated November 12, 2019, hereinafter referred to as the "Original Agreement", CCN: 2019-0860, whereby the Contractor agreed to a provide computer related products to include but not limited to desktops, laptops, printers, miscellaneous computer peripherals and related services necessary to maintain the County's Information Technology environment to Bernalillo County.

WHEREAS, the County wishes to amend the Original Agreement and Contractor has agreed to the amendment contained herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations, the parties hereto do mutually agree as follows:

1. Paragraph 4. "Term" is hereby exercised as follows:

The parties agree to renew the Agreement for an additional four (4) years beginning November 12, 2023 through November 11, 2027 unless terminated by either party pursuant to the termination provisions contained herein.

2. Approval Required

This 1st Amendment shall not become effective or binding until signed below by the Bernalillo County Manager.

3. Terms and Conditions

Except as herein expressly amended, the terms and conditions of the Original shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement, and this 1st Amendment, in which event, the terms and conditions of this 1st Amendment shall control.

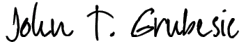
4. Facsimile / Electronic Signature

A signature sent via electronically shall have the same legal effect as if the Original has been signed in person.

IN WITNESS WHEREOF, the County and the Contractor have signed this 1st Amendment as of the date first above written.

APPROVED AS TO FORM

DocuSigned by:



86A8BE2F74B9495...

9/12/2023Legal DepartmentDate**COUNTY OF BERNALILLO**

DocuSigned by:



BBF25CA19A90438...

9/12/2023County ManagerDate**CONTRACTOR**

By:

8/1/23DateShay Daves, Director of OperationsPrinted Name03-048891-00-5NM Gross Receipts Tax Number42-1672462Federal Tax Number

Certificate Of Completion

Envelope Id: ED834B4324D24F629E527518BA3CBAEA

Status: Completed

Subject: Ardham Amendment #1 - Extend Equipment Contract/ CCN #2023-0653

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Nataasha Millenbah

AutoNav: Enabled

707 17th Street Suite 4000

Enveloped Stamping: Enabled

Denver, CO 80202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

nmillenbah@bernco.gov

IP Address: 69.5.90.9

Record Tracking

Status: Original

Holder: Nataasha Millenbah

Location: DocuSign

9/12/2023 7:39:54 AM

nmillenbah@bernco.gov

Signer Events**Signature****Timestamp**

John T. Grubescic

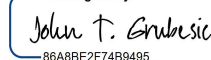
jgrubescic@bernco.gov

Lead Attorney

Bernalillo County Legal Department

Security Level: Email, Account Authentication
(None)

DocuSigned by:



86A8BE2F74B9495...

Sent: 9/12/2023 7:39:55 AM

Viewed: 9/12/2023 7:54:59 AM

Signed: 9/12/2023 7:55:15 AM

Signature Adoption: Pre-selected Style

Using IP Address: 98.60.162.219

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julie Morgas Baca

jmorgasbaca@bernco.gov

County Manager

Bernalillo County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



BBF25CA19A90438...

Sent: 9/12/2023 7:55:16 AM

Viewed: 9/12/2023 9:52:04 AM

Signed: 9/12/2023 9:52:12 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.231.19.107

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/12/2023 7:39:55 AM

Envelope Updated

Security Checked

9/12/2023 7:39:56 AM

Envelope Updated

Security Checked

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Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	9/12/2023 9:52:04 AM
Signing Complete	Security Checked	9/12/2023 9:52:12 AM
Completed	Security Checked	9/12/2023 9:52:12 AM
Payment Events	Status	Timestamps

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 31, 2024 12:09 MDT)

Email: xivigil@santafenm.gov










24-0635 Ardham Technologies, Inc.

Final Audit Report

2024-10-31

Created:	2024-10-31
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXmIQEYac6jrMCNEFtdwYnP3RwQ8x4x4b

"24-0635 Ardham Technologies, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-10-31 - 6:05:16 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-10-31 - 6:09:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-10-31 - 6:09:06 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-10-31 - 7:07:37 PM GMT- IP address: 104.28.111.173
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-10-31 - 7:07:49 PM GMT - Time Source: server- IP address: 63.232.20.2
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2024-10-31 - 7:07:55 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-10-31 - 7:13:04 PM GMT- IP address: 174.218.19.113
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-10-31 - 7:13:15 PM GMT - Time Source: server- IP address: 174.218.19.113
-  Agreement completed.
2024-10-31 - 7:13:15 PM GMT