



The Purchasing Memo

Date: May 20, 2025

To: Mark Scott, City Manager

From: Erika Quintana, Administrative Manager, City Clerk/Community Engagement ^{EQ}

Via: Andréa Salazar, City Clerk/Director of Community Engagement ^{AS} 

Subject: Recite Me Website Tool Bar

Vendor Name: Recite Me

Munis Vendor Number: 11013

ITEM AND ISSUE:

The City Clerk Office & Community Engagement Department respectfully requests your review and approval of a Subscription Agreement in the total amount of Twelve Thousand Six Hundred Dollars and No Cents (\$12,600.00) excluding gross receipts tax for digital accessibility toolbar to be placed on our website for a term of Four (4) years with Recite Me.

CONTRACT NUMBER:

The FY 25 Munis contract number is #3250591.

BACKGROUND AND SUMMARY:

The City of Santa Fe had AccessiBe and overlay on the City website, which was removed by the Equity and ADA Manager at the end of last year. The City's website has been without an accessibility tool since that time. The Community Engagement Team oversees the website and has been working with the Equity and ADA Manager to find a new tool. We tested out several toolbars and overlays, but this toolbar is the preferred solution. This is the accessibility tool used by the Secretary of State and has been recommended by a member of our Governing Body. After testing out the tool and its multi-dimensional accessibility functions the team selected this as the tool to move forward with on the City's website.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 100

Munis Org Name/Number: Org. 1000041

Munis Object Name/Number: Obj. 510310

Budget Officer / Designee:  ALEXIS LOTERO (Jun 5, 2025 11:20 MDT) **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-125, Small Purchase

The team tested out several products and received quotes from several products selecting this one. The product's total purchase price for 4 years is \$12,600.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montañó Date: 06/05/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval:  Title: Director, ITT Date: 06/05/2025

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Blanket Services Determination

ReciteMe Contract

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov

Signature: 
ANDREA SALAZAR (May 20, 2025 18:17 MDT)

Email: asalazar@santafenm.gov









Recite Me Purchase Memo

Final Audit Report

2025-05-21

Created:	2025-05-20
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOUiMCoh2RFinPm_7xyA51S6fQAO6k9qd

"Recite Me Purchase Memo" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-05-20 - 11:00:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erika Quintana (efquintana@santafenm.gov) for signature
2025-05-20 - 11:01:19 PM GMT
-  Email viewed by Erika Quintana (efquintana@santafenm.gov)
2025-05-20 - 11:04:38 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erika Quintana (efquintana@santafenm.gov)
Signature Date: 2025-05-20 - 11:05:07 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
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-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-05-21 - 0:16:47 AM GMT- IP address: 76.26.101.206
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-05-21 - 0:17:03 AM GMT - Time Source: server- IP address: 76.26.101.206
-  Agreement completed.
2025-05-21 - 0:17:03 AM GMT

Recite Me NA LLC

(the “**Supplier**”) 12110 Sunset Hills Rd #600, Reston VA 20190
USA

&

City of Santa Fe (the “**Client**”), 200 Lincoln Ave, New Mexico, 87501, United States

Website Accessibility Toolbar**1. Description of The Services Contracted**

1. The Supplier will provide Recite Me web accessibility software (“the Web Accessibility Software”) for the Client’s website for the duration of the agreement. Recite Me is supplied on a software as a service (“SaaS”) basis.
2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.
3. The Supplier will provide technical support as required.

2. Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.
2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier’s sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.
3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

3. Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

4. Breach Of Contract

1. The Supplier will endeavor to rectify a breach of contract within 1 month.
2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

5. Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

Please refer to page 3

Payments must be made within 30 days of the date of the invoice.

6. Supplier Contact

The designated person/department of the Client who is to supervise the Supplier’s work will be provided by the Client.

7. Term and Termination

This Agreement shall not become effective until the issuance of a Purchase Order by the Client. This Agreement shall terminate **four (4) years** after the effective date. The Client 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.

The Contract can be terminated with thirty (30) days’ written notice subject to

1. Receivership, administration or liquidation of either party
2. Breach of any term of the agreement that is not remedied within one month by either party
3. Lack of sufficient appropriations and authorization being made by the Governing Body for Client for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, 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.

8. Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.
2. For the purposes of this clause if the parties agree that confidential information shall not include:
 - Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient.
 - Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement.
 - Information at any time received from a third party not apparently bound (a er enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure.
 - The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or a er termination of this agreement.
 - This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

9. Documentation

Service of documents between the parties may be by email or normal post.

10. Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed the sums paid by the City to the supplier over the term of the contract.

11. Governing Law and Jurisdiction

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.

A. Recite Me SLA

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.*
2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.*
3. The Supplier undertakes that the Software is backed up at least once every 24 hours and secured in accordance with good industry practice.
4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.
5. The Supplier will ensure that:
 - All planned maintenance will be undertaken outside of the normal working hours referred to above.
 - All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.
 - Notice of emergency maintenance will be given as soon as is practicable.

*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between Recite Me NA LLC (Contractor) and the CITY OF SANTA FE (City/Customer).

COMPENSATION

The City shall pay to the Contractor based upon the Exhibit A Price Breakdown, such compensation not to exceed \$12,600.00, excluding gross receipts tax.

PAYMENT

The total compensation under this Agreement shall not exceed \$12,600.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

NEW MEXICO TORT CLAIMS ACT

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

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final. Notwithstanding the foregoing, in the event of termination due to non-funding, Customer shall be responsible for any outstanding invoices or fees or for services already performed, and all such amounts owed shall become due immediately.

THIRD PARTY BENEFICIARIES


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

SEVERABILITY

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


Signature Lines required:

City of Santa Fe:


Mark Scott (Jun 11, 2025 21:50 MDT)
Mark Scott, City Manager

Date: 06/11/2025

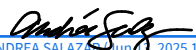
CONTRACTOR:
Recite Me NA LLC


Matt Cox, Country Manager

Date: 04/30/2025

NMBTIN# 82-2382052

Attest:


ANDREA SALAZAR (Jun 11, 2025 10:35 MDT)
Andréa Salazar, City Clerk



City Attorney's Office:

Marcos Martinez
Marcos Martinez (May 1, 2025 08:05 MDT)

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily Oster, Finance Director

EXHIBIT A

Price Breakdown

Recite Me Accessibility Toolbar

Description	Item	Quantity	Price
santafenm.gov	\$3,500.00	4 Years	\$12,600.00
			\$14,000.00 10% Discount
Recite Me Toolbar Includes <ul style="list-style-type: none">· Built-in Screen Reader· 130+ Language Translations· 70+ Spoken Languages· Accessible PDF Reader· Monthly Reporting· Implementation Support· Named Customer Success Manager· Named Marketing Manager· Accessibility Statement· SLA			
Total Discount			-\$1,400.00
Total			\$12,600.00
Grand Total			\$12,600.00



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

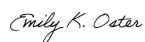
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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"Blanket Services Determination" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Agreement completed.
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Services Offered to the City of Santa Fe (9.2023)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

ReciteMe Packet

Final Audit Report


2025-06-12

Created:	2025-06-02
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ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign


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