

**AMENDMENT NO. 1 TO  
ADDENDUM TO MAINTENANCE AGREEMENT WITH  
ROCKY MOUNTAIN BUSINESS SYSTEMS, INC.  
REGARDING COPIER DSC435**

**THIS AMENDMENT NO. 1 TO ADDENDUM TO MAINTENANCE AGREEMENT** is made and entered into this 7<sup>th</sup> day of August, 2013 by and between the County of Santa Fe, hereinafter referred to as the "County", and Rocky Mountain Business Systems, Inc., whose principal address is 11 Plaza La Prensa Unit 7, Santa Fe, New Mexico, 87507, hereinafter referred to as the "Contractor".

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-125, this is a "small purchase," for the provision of office equipment maintenance service;

**WHEREAS**, Contractor has certified technicians who are qualified to complete maintenance on the subject manufacturer's equipment;

**WHEREAS**, in 2012 the County and Contractor entered into Agreement No. 2013-0095 (Rocky Mountain Business Systems Maintenance Agreement as modified by Santa Fe County Addendum) which is due to expire August 18, 2013;

**WHEREAS**, according to Paragraph 1 (Term) the term of Agreement No. 2013-0095-HO/SS may be renewed for one (1) year;

**WHEREAS**, according to Paragraph 16 (Amendment) Agreement No. 2011-0095-HO/SS may be amended by an instrument in writing executed by the parties;

**WHEREAS**, the County wishes to exercise its option to extend Maintenance Agreement No. 2013-0095-HO/TRV for one (1) year and the Contractor has proposed a Maintenance Agreement for the term of August 19, 2013 to August 18, 2014, which is acceptable in part but requires the removal of certain terms and the addition of certain terms;

**WHEREAS**, both parties desire to enter into the Rocky Mountain Business Systems Maintenance Agreement for the term of August 19, 2013 to August 18, 2014.

**NOW THEREFORE**, it is mutually agreed between the parties that the ADDENDUM TO MAINTENANCE AGREEMENT WITH ROCKY MOUNTAIN BUSINESS SYSTEMS, INC. REGARDING COPIER DSC435, is amended as follows:

1. Paragraph 1 (Term) of the Addendum to Maintenance Agreement No. 2013-0095-HO/MS is amended by inserting a new subparagraph 1.a to read as follows:

1.a By Amendment No. 1 to this Addendum, the term of this Agreement shall be extended through August 18, 2014.

2. Paragraph 2 (Compensation) is amended by deleting "\$1,921.44" in its entirety and replace it with "\$1,893.72, inclusive of NM gross receipts tax."

3. The Rocky Mountain Business Systems Maintenance Agreement dated June 12, 2012 is replaced with the attached Rocky Mountain Business Systems Maintenance Agreement dated May 22, 2013, attached hereto as Exhibit A.

4. All other provisions of the Agreement No. 2013-0095-HO/SS not specifically amended or modified by this Amendment No.1, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this as of the date first written above.

**SANTA FE COUNTY**

Katherine Miller  
Katherine Miller  
Santa Fe County Manager

8.5.13  
Date

**APPROVED AS TO LEGAL FORM:**

Stephen C. Ross  
Stephen C. Ross  
Santa Fe County Attorney

July 22, 2013  
Date

**FINANCE DEPARTMENT APPROVAL:**

Teresa C. Martinez  
Teresa C. Martinez  
Santa Fe County Finance Director

7/29/13  
Date

**CONTRACTOR - ROCKY MOUNTAIN BUSINESS SYSTEMS, INC.**

Joseph D. Gonzales  
Signature

8-7-13  
Date

Joseph D. Gonzales  
Print Name and Title

**FEDERAL IDENTIFICATION NUMBER:** 850 330110



# ROCKY MOUNTAIN BUSINESS SYSTEMS

The Maintenance Agreement Includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except as follows:

- I. Repairs resulting from causes other than normal use, abuse or misuse by the operator(s). Including without limitation, damage to copier drums and use of supplies or spare parts that do not meet Manufacturers published specifications and which cause abnormally frequent service calls or service problems, accidents, transportation, failure of electrical power, air conditioning or humidity control.
- II. Repairs made necessary by service performed by personnel other than Rocky Mountain Business Systems.
- III. Additional service calls or work which the customer requests to be performed outside the regular business hours.
- IV. Shop repair, reconditioning, rebuilding, overhaul or modification to the equipment except those specified by the authorized technician to assure greater performance of the equipment.

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

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

"After Hour" or overtime services as requested will be provided on an "If Available" basis.

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

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

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

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

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

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

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

Written notice will be provided by Rocky Mountain Business Systems to the customer 30 days prior to termination of maintenance for any of the above reasons. This is a nonrefundable Maintenance Agreement. This agreement shall be automatically renewed for successive twelve (12) month periods upon payment by the Customer of the amount for such period at the rate in effect at the time of renewal. Taxes are subject to change at anytime. Customer is responsible for payment.

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

Special provisions or additions for networked machines and included as part of these agreement will be attached as an addendum to this contract.

MODEL DSC435 SERIAL NUMBER K5060300261 ACCESSORY \_\_\_\_\_ SERIAL NUMBER \_\_\_\_\_

CONTRACT PERIOD AUG 19, 2013 TO AUG 18, 2014

TYPE OF CONTRACT COMPREHENSIVE  STANDARD  PER COPY  TONER INCLUSIVE   
DOES NOT INCLUDE DRUM

ANNUAL BASE CHARGE	COPIES INCLUDED	EXCESS COPY CHARGE
\$148.00 PER MONTH	10000	.0148
\$ 9.81 TAX ON LABOR		
		START METER

TOTAL AMOUNT INCLUDING TAX: \$157.81 PER MONTH

BILLING REQUEST \_\_\_\_\_

SANTA FE COUNTY HOUSING 52 CAMINO DE JACOBO SANTA FE NM PHONE: <u>505 986 6200</u>	ROCKY MOUNTAIN BUSINESS SYSTEMS 11 Plaza La Prensa Unit 7 Santa Fe, New Mexico 87507 (505) 983-1181	3515 Wyoming Blvd. NE Albuquerque, New Mexico 87111 (505) 323-5252
Approved by (PLEASE PRINT) <u>Katherine Miller</u>	Approved by (PLEASE PRINT) <u>JOSEPH GONZALES</u>	
Title (PLEASE PRINT) <u>County Manager</u>	Title (PLEASE PRINT) <u>SALES</u>	
Date Approved (PLEASE PRINT) <u>Aug 8, 2013</u>	Date Approved (PLEASE PRINT) <u>MAY 22, 2013</u>	
Signature <u>Katherine Miller</u>	Signature <u>Joseph R. Gonzales</u>	

Approved as to form  
Santa Fe County Attorney

By: [Signature]  
Date: 8/13/13

