2013-0141-CL/MS

PROFESSIONAL DOCUMENT SYSTEMS

Agreement Number: 993

MAINTENANCE/SUPPORT AGREEMENT

This Agreement is made and entered into as of 07/01/2012 by and between Professional Document Systems ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" below:

SANTA FE COUNTY - MICROGRAPHICS
102 GRANT AVE
SANTA FE, NM 87504-0276

TERM: 07/01/2012 through 6/30/2013

SCOPE OF SERVICE - HARDWARE SUPPORT

1. Preventative Maintenance on hardware items listed in attachment "A" will be performed in accordance with the Manufacturer suggested guidelines. Additional Preventative Maintenance requested by the customer or due to high usage may be subject to additional charges.
2. On site labor required to repair reported deficiencies when a "depot" unit is not available.
3. Parts required to repair reported deficiencies as deemed necessary by Professional Document Systems.
4. Response to equipment malfunction and failures. Licensee's providing PDS with a written Error Report is a prerequisite to PDS's responding to equipment malfunction and failures. The Error Report must include a verbal, written or electronic mail explanation of the equipment routines employed when the problem occurred, and any available documentation of the error including error messages, time of error, and any other information PDS reasonably requires. Reasonably promptly after PDS receives the Error Report, PDS will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions of the response for the levels of problem are described in the following subparagraphs:

Level I

(A) Definition. Complete equipment failure.
(B) Response. PDS will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will immediately assign Service Staff resources until resolution and use best efforts to restore equipment operation within one working day.

Level II

(A) Definition. Licensee-users are unable to execute certain equipment functions.
(B) Response. Service Provider personnel will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will assign service staff resources until resolution, and use best efforts to restore access within one working day.

Level III

(A) Definition. Equipment not performing per documentation but Licensee user can perform basic functions.
(B) Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report and use best efforts to restore function within three working days.

Level IV

(A) Definition. Guidance for equipment features not currently deployed and user functionality questions.
(B) Response. Service Provider will respond within three working days of Service Provider's receipt of request.

All response actions on the part of PDS for points one (1) through four (4) above are contingent on the following:

Assigned Service Call Number - Licensee to utilize our 800 technical support line (800-708-8584) and receive a Service Call Number.

On-Site Services - Following PDS's reasonable efforts to resolve the problems by telephone, PDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours and within 16 business hours for Level III issues at no additional costs to the customer.

Assigned Administrator - The customer will assign a "key operator" who will be responsible for performing regular operator care and adjustments, answering operator questions and problems, and placing any calls to the PDS support staff. Emergency calls caused by non-performance of regular operator care and adjustment procedures or by persons other than the designated person(s) will be charged to the customer at then applicable rates.

SPECIFIC EXCLUSIONS - HARDWARE SUPPORT

The following items are specifically excluded from this Agreement:

1. Routine maintenance procedures as described in the Cleaning section of the operator's guide.
2. Cost of rebuilding, refurbishing, or re-manufacturing the equipment.
3. Any glass or mirror components.
4. Consumable and starter toner products.
5. Motors, drum units, bulbs/lamps, shutters, lenses, back up batteries, CMOS batteries, network/modem cards, SCSI boards and power cords.
6. Roller kits for scanners (Consumable item).
7. PCA board malfunction or scratched reading/scanning glass caused by paper clips, staples or any other foreign material.
8. Service, repair, or replacement of parts, attachments, and modifications of equipment that is installed by anyone other than an authorized PDS representative will void this agreement.

GENERAL

1. Days and Hours of Coverage: This Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday; unless an Extended Hours option is purchased. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in PDS's normal working hours.
2. Approximately 30 days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in reinstatement charges.
3. This Agreement is not assignable by the customer.
4. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
5. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
6. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
7. Dealer's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Agreement Number: 993

Professional Document Systems

Claudia Loweree

(Signature)

Claudia Loweree
(Typed or Printed Name)

Contract Administrator
(Title)

Date: 7/31/2012

SANTA FE COUNTY -

(Signature) See signature on addendum signature page

Katherine Miller
(Typed or Printed Name)

County Manager
(Title)

Date: 10·15·12

Dealer Address and Support Number:

Professional Document Systems
1414 Common Drive
El Paso, Texas 79936

2403 San Mateo Blvd. Suite P-7
Albuquerque, NM 87110

800-644-7112 General Inquiries
800-708-8584 Technical Services

Approved as to form
Santa Fe County Attorney
By: [illegible]
Date: Sept. 21, 2012
[illegible] 10/4/12

PROFESSIONAL DOCUMENT SYSTEMS

For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

SANTA FE COUNTY - MICROGRAPHICS
102 GRANT AVE
SANTA FE, NM 87504-0276

EQPT. INFORMATION	EQPT. S/N	EQPT. LOCATION	ANNUAL
CANON MS 300 w/ FP 250	CS302800	102 GRANT AVE	$806.00
CANON MS 300 w/ FP 250	CS302808	102 GRANT AVE	$806.00
CANON MS 300 w/ FP 250	CS302802	102 GRANT AVE	$806.00
CANON MS 300II	EA300312	102 GRANT AVE	$806.00
Jamex Cards Readers		102 GRANT AVE	$355.00
Jamex Cards Readers		102 GRANT AVE	$355.00
Jamex Cards Readers		102 GRANT AVE	$355.00
ScanPro 2000 w/UCC300	TBD	CLERK	$806.00
ScanPro 2000 w/UCC300	TBD	CLERK	$806.00
ScanPro 2000 w/UCC300	TBD	CLERK	$806.00
ScanPro 2000 w/UCC300	TBD	CLERK	$806.00

TOTAL $7,513.00

PROFESSIONAL DOCUMENT SYSTEMS

INVOICE

1414 Common Drive
El Paso, Texas 79936
(915) 593-3100
(915) 593-3181 Fax

DATE	INVOICE NO.
7/31/12	126123

BILL TO	SHIP TO
SANTA FE COUNTY 102 GRANT AVE SANTA FE, NM 87504-0276 ATTN:ACCOUNTS PAYABLE	SANTA FE COUNTY CLERK 102 GRANT AVE SANTA FE, NM 87504-0276 ATTN: THERESA MONTEZ

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	AGREEMENT #
	NET 15	MLB	7/31/12	DELIVERY	993

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
EIM MAINT RE...	EIM MAINT AGREEMENT RENEWAL OF SUPPORT SERVICES	1	626.08	626.08
	THIS AGREEMENT COVERS THE FOLLOWING:			
	(4) SCANPRO 2000 w/UCC300 CARRIERS (3) JAMEX CARD READERS (4) MS300 SCANNERS			
	THIS AGREEMENT BEGINS 07/01/2012 AND EXPIRES 06/30/2013			
	Pricing PER GSA GS-35F-0118V			
	BILL FOR JULY 2012 Bernalillo Gross Receipts per NM Taxation and Revenue		7.00%	43.83

THANK YOU

Total $669.91

Please note our NEW Remittance address: 1414 Common Dr El Paso, TX 79936

ADDENDUM TO MAINTENANCE AGREEMENT WITH PROFESSIONAL DOCUMENT SYSTEMS REGARDING PRINTERS, SCANNERS AND CARD READERS

THIS ADDENDUM TO MAINTENANCE AGREEMENT 993 is made and entered into on this 16th day of October, 2012 by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **Professional Document Systems** (hereinafter referred to as the "Contractor"), whose principal address is 1414 Common Drive, El Paso, Texas 79936, hereinafter referred to as the Contractor."

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

WHEREAS, Contractor has certified technicians who are approved to conduct maintenance on the Contractor's equipment;

WHEREAS, Contractor has entered into a GSA Information Technology Schedule Price List (GS-35F-0118V) with a term of December 11, 2008 to December 13, 2013 to provide General Purpose Commercial IT equipment, software and services;

WHEREAS, the County wishes to obtain equipment and maintenance services of the equipment from Contractor;

WHEREAS, Contractor has proposed a Maintenance Agreement, 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 Maintenance Agreement with modified and additional terms.

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Maintenance Agreement as if fully set forth therein.

1. Page 2 Section "GENERAL" of the Agreement is hereby amended by deleting subsection 2. and deleting any reference to a "reinstatement charge."

2. Page 2, Section "GENERAL" of the Agreement is amended by inserting the following as subsections 8 through 28:

8. Effective date and Term. This Agreement shall become effective upon due execution by all parties and shall terminate September 30, 2013, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations). There shall be no pre-payment of services. Services shall be paid in accordance with paragraph 2 below during the term of the contract. The County shall have the option to extend the term of this Agreement in one-year

increments not to exceed a total of 4 years. The County shall notify the Contractor in writing in no less than sixty (60) days before the expiration of the initial term of this Agreement or extension thereof.

9. Compensation and Invoicing. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows. The County shall pay in full to the Contractor the annual fee for maintenance of four (4) Cannon MS 300 printers; three (3) Jamex Card Readers and four (4) ScanPro 2000 scanners as more fully described on Attachment A of this Agreement, compensation in the amount of Eight Thousand Fifty-Seven dollars ($8,057.00) per year inclusive of New Mexico Gross Receipts Tax. Rather than adopting the payment terms set forth in the Maintenance Agreement, Contractor shall submit a written request for payment to County at the conclusion of each month of service. Within fifteen (15) days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or service for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

10. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

11. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

12. Termination.

a) Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

b) Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of

termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

13. Appropriations and Authorizations. This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

14. Independent Contractor. The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

15. Assignment. Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

16. Subcontracting. Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

17. Personnel. All work performed under this Agreement shall be performed by the Contractor or under its supervision. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

18. Release. Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

19. Conflict of Interest. The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

20. No oral modifications; written amendment required. This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to this Agreement unless such changes are set forth in a duly executed written amendment.

21. Compliance with applicable law; choice of law. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

22. Indemnification.
a) The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
b) The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel shall be retained to represent the County's interest.
c) The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

23. Severability. If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

24. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall

be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Clerk
Attention: Theresa Montez
102 Grant Avenue
Santa Fe, New Mexico 87504

To the Contractor: Professional Document Systems
Attn: Matt Bowman
1414 Common Drive
El Paso, Texas 79936

25. Limitation of Liability. The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Paragraph 9 of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

26. Insurance.

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

27. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

28. Survival. The provisions of following paragraphs shall survive termination of this Contract: INDEMNIFICATION; RELEASE; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

incorp to PDS Agreement #993

Approved as to Form:

Sept 21, 2015

Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval:

Teresa C. Martinez
Santa Fe County Finance Director

PROFESSIONAL DOCUMENT SYSTEMS:

(Signature)

By: Credit Lawrence
(Print Name)

Its: Contracts Administrator
(Print Title)

FEDERAL TAX I.D. NUMBER
85-0435470

28. Survival. The provisions of following paragraphs shall survive termination of this Contract: INDEMNIFICATION; RELEASE; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller

Katherine Miller
Santa Fe County Manager in lieu of PDS Agreement # 993

Approved as to Form:

Sept 21, 2010

Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval:

Teresa C. Martinez
Santa Fe County Finance Director

PROFESSIONAL DOCUMENT SYSTEMS:

_____
(Signature)

By:_____
(Print Name)

Its:_____
(Print Title)

FEDERAL TAX I.D. NUMBER

_____