



Agreement Number: 1165

MAINTENANCE/SUPPORT AGREEMENT

This Agreement is made and entered into as of 7/01/2013 by and between Professional Document Systems ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" below:

SANTA FE COUNTY ASSESSORS
 102 GRANT AVE
 SANTA FE, NM 87504

TERM: 7/01/2013 through 6/30/2014

SCOPE OF SERVICE - SOFTWARE SUPPORT

1. Software upgrades and enhancements of document management software components per Manufacturer specification on items listed in Attachment "A". "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes, and additions to the Software that are commercially released to end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
2. Upon contract renewal, PDS will forward the newest release / version to the customer. New releases will also include new listings of third party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. PDS will not guarantee support for older software versions that have been declared as non-supported versions by the software developer.
3. PDS shall provide labor to upgrade document management software server components and 5 client licenses once per support term year. (Internet access required, see response action requirements below).
4. Response to Failures, Access Problems and Errors. Licensee's providing PDS with a written Error Report is a prerequisite to PDS's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all system errors, 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 system failure and/or critical business function 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 access within one working day.

Level II

- (A) Definition. No system failure, but Licensee-users are unable to access or execute certain system 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. Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures.
(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 software features not currently deployed, user and administrator functionality questions and guidance on client installs and software administration.
(B) Response. Service Provider will respond within three working days of Service Provider's receipt of request.

5. Provide software and database server "packs" issued by the manufacturer to repair or correct known software defect (if database software was purchased from PDS).
6. Labor to upgrade database server "packs" issued by the manufacturer for server components and 5 client licenses once per support term year (if database software was purchased from PDS, Internet access required, travel billed separately if required).

All response actions on the part of PDS for points one (1) through five (5) 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.

Remote Access - Customer agrees to provide to PDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided PDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following PDS's reasonable efforts to resolve the problems by telephone or through remote access, 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 of the remote connection correction failure and within 16 business hours for Level III issues at no additional costs to the customer.

Assigned Administrator - The customer will assign a "system administrator" or "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 - SOFTWARE SUPPORT

The following items are specifically excluded from this Agreement:

1. Database Software upgrades, versions and releases of database software components (can be purchased separately if database software was purchased from PDS).
2. Labor and travel to upgrade Database Software server and client components (can be purchased separately).
3. Security and application set up, following initial administration training.
4. Software client installations beyond the scope of original service.
5. Any database modification requested by the user requiring database program script.
6. Any database repair request required due to operator error, reinstallation of operating system or system failure.
7. Any repairs to the system caused by virus or malicious code.
8. Any repairs to the system caused by user or administrator modification of the base program or purchase modules, scanner drivers, image / data storage locations, database, operating system upgrade at the client and server level.
9. Reinstallation of the software and related components due to upgrade of client or server hardware.
10. Any or all conversions of existing program data needed due to changes or upgrades of product or products.
11. Hard disk maintenance, disk surface test and integrity analysis, disk defragmentation and virus scanning and protection.

12. Floppy drive, CD ROM, DVD and Tape drive maintenance. Head Cleaning and Head cleaning kits.
13. Database integrity: Routine database or index file rebuilds; database restoration from backup source.
14. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the backup media and data/images, as well as the Systems ability to restore data from backup source; Proper, safe storage of the backup media.
15. Data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
Service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-PDS personnel; malfunctions of parts, attachments or programs not supplied and installed by PDS; aging, obsolete or incompatible Hardware or Software not supplied and installed by PDS; the use of inferior or incompatible parts or supplies as determined by PDS; unauthorized modification; or other conditions beyond PDS's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.
16. Media, including but not limited to: optical disks, CD's, floppy disks, tapes and consumable supply items.
17. The services of a technical support representative outside of Dealer's normal business hours. Those services will be billed to Customer at PDS's current hour rate.
18. The services of a PDS technical support representative for re-installation of PDS system software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate.

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.

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 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

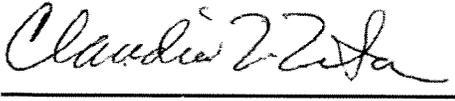
1. Days and Hours of Coverage: This Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday; unless an Extended Hours option is purchased. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection 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.

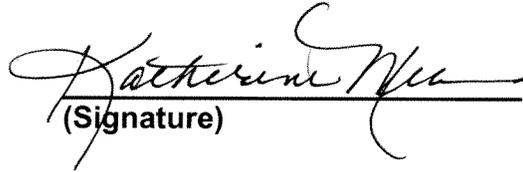
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Agreement Number: 1165

Professional Document Systems

SANTA FE COUNTY





(Signature)

(Signature)

Claudia Teeter

Katherine Miller

(Typed or Printed Name)

(Typed or Printed Name)

Contract Administrator

Santa Fe County Manager

(Title)

(Title)

Date: 5/6/2013

Date: 7.18.13

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

Approved as to form
Santa Fe County Attorney

By: 

Date: 7/16/13





5/13/2013

Santa Fe County Assessors
 Term: 07/01/2012 - 06/30/2013
 Rates Reflect GSA Contract Pricing

GS-35F-0118V

GSA ITEM NUMBER	ITEM	DEPARTMENT	QTY	CONTRACT M.A. COST PER	CONTRACT M.A. COST TOTAL
PDS-456-102-313-MA	APPXTENDER WORKFLOW MANAGER - FORMS	Assessor	1	\$436.41	\$436.41
PDS-456-102-314-MA	APPXTENDER WORKFLOW MANAGER SERVER	Assessor	1	\$436.41	\$436.41
PDS-456-102-310-MA	APPXTENDER WORKFLOW MANAGER - 5 CC USER PACK	Assessor	2	\$960.10	\$1,920.20
PDS-457-100-249-MA	AX SPI (SHAREPOINT INTEGRATION) PACKAGE v 6.5 *includes Web Parts	Assessor	1	\$1,396.51	\$1,396.51
PDS-457-100-245-MA	APPXTENDER SERVER CORE PACKAGE- 5 CC USER PACK ANNUAL MAINTENANCE	Assessor	4	\$1,309.23	\$5,236.92
PDS-457-100-248-MA	Annual Maintenance for AppXtender Capture package	Assessor	1	\$122.19	\$122.19
PDS-M160PPMSCN-MA	Annual Hardware Maintenance & Support on Canon DR-M160 Scanner	Assessor	11	\$188.91	\$2,078.01

SUBTOTAL 2012/2013

\$11,626.65

Applicable NM Gross Receipts for Services @ 7%

\$813.87

Line items have been prorated taking into consideration initial maintenance amount paid on original purchase

TOTAL

\$12,440.52

Reminder: The following are contract exclusions and subject to billable rates:

- A.) Database reinstallation, re-creation of the database, migration of the database or restoring the database from backup
- B.) Software reinstallation for any reason (e.g. New PC, hard drive replaced, virus etc.)

Billable Rates:

- 1) Software Server installation - \$980.00
- 2) Software client installation - \$110.00
- 3) Database installation - \$1,980.00



**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Contract Number: GS-35F-0118V
Period Covered by Contract: 12/11/08 to 12/10/13

- SIN 132-8 PURCHASE OF EQUIPMENT**
- SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS**
- SIN 132-33 - PERPETUAL SOFTWARE LICENSES**
- SIN 132-34 - MAINTENANCE OF SOFTWARE**
- SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

132-34	7030	PDS-456-102-307-MA	APPXTENDER WEB PUBLIC ACCESS (READ ONLY) - 5 CC USER PACK v.6.5	EMC	\$ 305.49
132-34	7030	PDS-456-102-308-MA	APPXTENDER WEB PUBLIC ACCESS (READ ONLY) - 25 CC USER PACK v.6.5	EMC	\$ 1,527.44
132-34	7030	PDS-456-102-309-MA	APPXTENDER WEB PUBLIC ACCESS (READ ONLY) - 75 CC USER PACK v.6.5	EMC	\$ 4,582.31
132-34	7030	PDS-456-102-310-MA	APPXTENDER WORKFLOW MANAGER - 5 CC USER PACK v.6.5	EMC	\$ 960.10
132-34	7030	PDS-456-102-311-MA	APPXTENDER WORKFLOW MANAGER - 25 CC USER PACK v.6.5	EMC	\$ 4,800.52
132-34	7030	PDS-456-102-312-MA	APPXTENDER WORKFLOW MANAGER - 75 CC USER PACK v.6.5	EMC	\$ 14,401.55
132-34	7030	PDS-456-102-313-MA	APPXTENDER WORKFLOW MANAGER - FORMS v.6.5	EMC	\$ 436.41
132-34	7030	PDS-456-102-314-MA	APPXTENDER WORKFLOW MANAGER SERVER v.6.5	EMC	\$ 436.41
132-34	7030	PDS-456-102-315-MA	IRM FOR APPXTENDER SERVER v.6.5	EMC	\$ 1,745.64
132-34	7030	PDS-456-102-316-MA	IRM FOR APPXTENDER CC USER - 5 CC USER PACK v.6.5	EMC	\$ 130.92
132-34	7030	PDS-456-102-317-MA	IRM FOR APPXTENDER CC USER - 25 CC USER PACK v.6.5	EMC	\$ 654.62
132-34	7030	PDS-456-102-318-MA	IRM FOR APPXTENDER CC USER - 75 CC USER PACK v.6.5	EMC	\$ 1,963.85
132-34	7030	PDS-456-100-089-MA	QUICKSCAN PRO LEVEL 1 ST	EMC	\$ 86.41
132-34	7030	PDS-456-100-090-MA	QUICKSCAN PRO LEVEL 2 ST	EMC	\$ 173.69
132-34	7030	PDS-456-100-091-MA	QUICKSCAN PRO LEVEL 3 ST	EMC	\$ 295.89
132-34	7030	PDS-456-100-092-MA	QUICKSCAN PRO PRODUCTION LEVEL ST	EMC	\$ 540.28
132-34	7030	PDS-CS-1-2 CC-MA	ClickScan 1-2 CC User - ANNUAL MAINTENANCE	PDS	\$ 213.36
132-34	7030	PDS-CS-3-4CC-MA	ClickScan 3-4 CC Users - ANNUAL MAINTENANCE	PDS	\$ 149.35
132-34	7030	PDS-CS-5-9CC-MA	ClickScan 5-9 CC Users - ANNUAL MAINTENANCE	PDS	\$ 128.01
132-34	7030	PDS-CS-10-24CC-MA	ClickScan 10-24 CC Users - ANNUAL MAINTENANCE	PDS	\$ 106.68
132-34	7030	PDS-CS-25-49CC-MA	ClickScan 25-49 CC Users - ANNUAL MAINTENANCE	PDS	\$ 101.35
132-34	7030	PDS-CS-50-74CC-MA	ClickScan 50-74 CC Users - ANNUAL MAINTENANCE	PDS	\$ 96.01

132-34	7030	PDS-456-100-417-MA	APPLICATIONXTENDER DOCUMENT ROUTING - 50 USERS - ANNUAL MAINTENANCE	EMC	\$ 1,075.00
132-34	7030	PDS-456-100-418-MA	APPLICATIONXTENDER DOCUMENT ROUTING - 100 USERS - Annual Maintenance	EMC	\$ 1,612.50
132-34	7030	PDS-456-100-419-MA	APPLICATIONXTENDER DOCUMENT ROUTING - 250 USERS - ANNUAL MAINTENANCE	EMC	\$ 2,150.01
132-34	7030	PDS-456-100-420-MA	APPLICATIONXTENDER DOCUMENT ROUTING - 500 USERS - ANNUAL MAINTENANCE	EMC	\$ 3,225.01
132-34	7030	PDS-456-100-454-MA	ASCENT CAPTURE ENHANCED RELEASE SCRIPT - ANNUAL MAINTENANCE	EMC	\$ 1,075.00
132-34	7030	PDS-457-100-245-MA	APPXTENDER SERVER CORE PACKAGE- 5 CC USER PACK v.6.5 *includes: AXO 2007, Retention Manager (SW & Centera), Media Distribution, Web Services, SDK CDK WebServices Document Kit	EMC	\$ 1,309.23
132-34	7030	PDS-457-100-246-MA	APPXTENDER SERVER CORE PACKAGE - 25 CC USER PACK v.6.5 *includes: AXO 2007, Retention Manager (SW & Centera), Media Distribution, Web Services, SDK CDK WebServices Document Kit	EMC	\$ 6,546.16
132-34	7030	PDS-457-100-247-MA	APPXTENDER SERVER CORE PACKAGE - 75 CC USER PACK v.6.5 *includes: AXO 2007, Retention Manager (SW & Centera), Media Distribution, Web Services, SDK CDK WebServices Document Kit	EMC	\$ 19,638.48
132-34	7030	PDS-457-100-248-MA	APPXTENDER CAPTURE PACKAGE v.6.5 / PER DESKTOP *includes: QSP for AX, eCopy ShareScan connector for MFP, Ascent Capture Release Script	EMC	\$ 122.19
132-34	7030	PDS-457-100-249-MA	AX SPI (SHAREPOINT INTEGRATION) PACKAGE v.6.5 *includes Web Parts	EMC	\$ 1,396.51
132-34	7030	PDS-457-100-251-MA	ApplicationXtender REPORTS MANAGEMENT PACKAGE v.6.5 *includes PDF	EMC	\$ 1,745.64
132-34	7030	PDS-456-102-320-MA	APPXTENDER IMAGE ENHANCER (formerly known as Pegasus ScanFix) v.6.5	EMC	\$ 17.46



July 2012

GSA 70 132-12 Maintenance Repair Price List (Maintenance as a Product)

SIN	FSC/ FPDS Class	Part No.	Description	MFR*	GSA Price with IFF
132-12	J070	PDS-20PPMSCN-MA	Annual Full Service Maintenance 20ppm Scanner	PDS	\$ 151.13
132-12	J070	PDS-25PPMSCN-MA	Annual Full Service Maintenance 25ppm Scanner	PDS	\$ 151.13
132-12	J070	PDS-M160PPMSCN-MA	Annual Full Service Maintenance on M160 Scanner	PDS	\$ 188.91
132-12	J070	PDS-3010PPMSCN-MA	Annual Full Service Maintenance 30ppm Scanner	PDS	\$ 188.91
132-12	J070	PDS-30PPMSCN-MA	Annual Full Service Maintenance 30ppm Scanner	PDS	\$ 403.00
132-12	J070	PDS-40PPMSCN-MA	Annual Full Service Maintenance 40ppm Scanner	PDS	\$ 403.00
132-12	J070	PDS-6010PPMSCN-MA	Annual Full Service Maintenance on 6010 Scanner	PDS	\$ 403.00
132-12	J070	PDS-6030PPMSCN-MA	Annual Full Service Maintenance on 6030 Scanner	PDS	\$ 403.00
132-12	J070	PDS-50PPMSCN-MA	Annual Full Service Maintenance 50ppm Scanner	PDS	\$ 654.88
132-12	J070	PDS-70PPMSCN-MA	Annual Full Service Maintenance 70ppm Scanner	PDS	\$ 755.62
132-12	J070	PDS-90PPMSCN-MA	Annual Full Service Maintenance 90ppm Scanner	PDS	\$ 957.13
132-12	J070	PDS-100PPMSCN-MA	Annual Full Service Maintenance 100ppm Scanner	PDS	\$ 1,964.63
132-12	J070	PDS-MS300SCANNER-MA	Annual Full Service Maintenance MS300 Scanner	PDS	\$ 806.00
132-12	J070	PDS-MS800SCANNER-MA	Annual Full Service Maintenance MS800 Scanner	PDS	\$ 906.75
132-12	J070	PDS-FP250-MA	Annual Full Service Maintenance FP250	PDS	\$ 226.69
132-12	J070	PDS-FP450-MA	Annual Full Service Maintenance FP450	PDS	\$ 428.19
132-12	J070	PDS-GTIS200-MA	Annual Full Service Maintenance Graphtec IS200 Scanner	PDS	\$ 1,195.81
132-12	J070	PDS-GTIS200 PRO-MA	Annual Full Service Maintenance Graphtec IS200 Pro Scanner	PDS	\$ 1,435.09