

**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN  
SANTA FE COUNTY AND ISM TECHNOLOGIES**

**THIS AMENDMENT** is made and entered into this 29<sup>th</sup> day of September 2016, between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **ISM Technologies**, hereafter referred to as the "Contractor."

**WHEREAS**, on October 11, 2013, the County and Contractor entered into Agreement No. 2014-0124-ASD/PL (the Agreement) that consists of an HP Service Maintenance Contract and an Addendum, which sets forth the terms and conditions on which the Contractor would provide maintenance services to six items of equipment on the terms and conditions stated in the Addendum; and

**WHEREAS**, on October 4, 2014 the County and Contractor modified the Agreement, one additional item was added to the maintenance Agreement, and the Contractor's compensation was increased by \$12,143.70; and

**WHEREAS**, the Agreement consists of two documents: 1) the Contractor's HP Service Maintenance Contract that lists the number of items of equipment to be serviced by the Contractor and indicates the total annual compensation to be paid to the Contractor for maintenance of the equipment, and 2) an Addendum to the HP Service Maintenance Contract which contains the terms and conditions upon which the Contractor will provide maintenance services to the County and the compensation the County will pay to the Contractor; and

**WHEREAS**, according to Article 1 (Effective Date and Term) of the Addendum, the term of the Agreement is one year with the option to extend the term for a term not to exceed four years in total, and according to Article 16 (No Oral Modifications; Written Amendment Required) the Agreement may be amended by an instrument in writing executed by the parties, and

**WHEREAS**, by amendment the term of the Agreement has been extended to October 4, 2016, and the County wishes Contractor to continue to provide maintenance on the HP printers into 2017; increase the Contractor's compensation by \$13,312.80; and receive the benefit of use of an additional item of equipment (one HP X5400 Plotter, 42" format, Model No. E1L21A, SN: CN55R6H00G); and

**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 1 (Effective Date and Term) of the Addendum to the Agreement is amended by inserting the following as subpart 1.B:

B. By Amendment No. 2 to this Agreement (HP Service Maintenance Contract and Addendum), the County exercised its right to extend the term of this Agreement for one year commencing October 4, 2016 to October 4, 2017.

2. Article 5.A (Compensation and Invoicing) of the Addendum is amended by inserting the following as subpart (1):

(1) By Amendment No. 2, the term of this Agreement is extended from October 4, 2016 to October 4, 2017. The compensation payable to the Contractor for this one-year term is \$13,312.80, exclusive of NM grt. The total amount payable to the Contractor under this Agreement shall not exceed \$48,384.80, exclusive of NM grt.

3. The HP Service Maintenance Contract is replaced with the attached HP Service Maintenance Contract which lists the eight items of equipment to be serviced and maintained by the Contractor for an annual price of \$13,312.80, exclusive of NM grt.

4. The prices and continuation of services implemented by this Amendment No. 2 shall not be effective until October 5, 2016.

4. All other provisions the Agreement not specifically amended or modified by the First Amendment to Addendum #1, Amendment No. 1 to Agreement No. 2014-0124-ASD/PL, and this Amendment No. 2 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 2 to Agreement 2014-0124-ASD/PL as of the date first written above.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager


9.29.19  
Date

Approved as to form

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

9-22-16  
Date

Finance Department

  
\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

9/27/16  
Date

**CONTRACTOR:**

Stanislaw Matyja  
(Signature and title)  
PRESIDENT  
ISM TECHNOLOGIES, INC.

09-28-16  
Date





205 Santa Elena Rd. SE  
Rio Rancho, NM 87124  
Phone: (505) 892 - 3864  
Fax: (505) 892 - 3830

## HP SERVICE MAINTENANCE CONTRACT

Customer Name: SANTA FE COUNTY

Installation Address: 102 Grant Ave.  
Santa Fe, NM 87501

Phone: 505-995-2732

Contact: A. Erle Wright  
Data Integration Administrator

### CONTRACT DESCRIPTION

Model	Serial Number	Base Rate	Discount	Ext. Price
1. HP DJ T2300PS eMFP /CN728B	CN25SBK00Q	2,999.00	10%	2,699.10
2. HP DJ 5500PS/ Q1252A	SG43C2401S	1,999.00	10%	1,799.10
3. HP 4200 SCANNER/ Q1280A	DK45Q1101C	2,499.00	10%	2,249.10
4. HP DJ 5500PS/ Q1252A	SG27K1401B	1,999.00	10%	1,799.10
5. HP DJ 800PS/ C7780C	SG25K3102Q	1,299.00	10%	1,169.10
6. HP DJ 800PS/Q1262A	DK24G3106W	1,299.00	10%	1,169.10
7. HP CLJ M880z MFP/A2W75A	MXCCG5D1L1	1,399.00	10%	1,259.10
8. HP DJ Z5400/E1L21A	CN55R6H00G	1,299.00	10%	1,169.10

Subtotal: 13,312.80

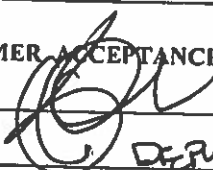
CONTRACT DATES: 10/04/16 - 10/03/2017

Tax(7.4375%) 990.14


TOTAL: \$ 14,302.94

Contract includes 3 preventive maintenance service visits and any repairs (parts and labor).


#### CUSTOMER ACCEPTANCE:

By:   
Title: DEPUTY COUNTY MANAGER  
Date: 9.29.16  
PO#: \_\_\_\_\_

#### ISM TECHNOLOGIES ACCEPTANCE

By:   
Title: SERVICE MANAGER  
Date: 09-07-16

Approved as to form  
Santa Fe County Attorney

By:   
Date: 9/29/16

## TERMS AND CONDITIONS

ISM Technologies, Inc. agrees to provide and the customer agrees to accept maintenance service on the equipment listed above at the charges indicated in this contract with the following terms and conditions:

### 1. TERM

This agreement is effective from the commencement date and shall continue for one year with possibility of renewal not later than 10 business days after expiration. After the 10th business day after expiration, customer's equipment will have to be reevaluated at customer's expense. The agreement may be renewed with no changes up to 4 (four) consecutive years.

### 2. MAINTENANCE SERVICE

ISM Technologies, Inc. agrees to provide maintenance service (including labor, parts as available from manufacturer, and travel fees) Monday through Friday, from 8 AM to 5 PM (except holidays), and keep the equipment in good working condition while operated in accordance with the manufacturer's specifications while using manufacturer approved consumables.

This contract includes 3 preventive maintenance calls per year, scheduled by ISM Technologies, Inc. dependent upon volume and operating conditions in addition to customer's service calls also included in this Contract.

### 3. EXCLUSIONS

Maintenance service is contingent upon proper use of all equipment and does NOT include:

- a. Electrical work external to the equipment or maintenance of accessories, attachments, upgrades, networks, computers or other devices not specifically named in this contract;
- b. Use of supplies and consumables not approved by manufacturer unless specifically approved by ISM Technologies in writing.
- c. Repair of damage or increase in service time resulting from accident, transportation, neglect, operator errors, theft, fire, electrical failure, power surges, A/C or humidity control.
- d. Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by manufacturer's specifications or operator manuals.
- e. Replacement of consumable supplies (ink cartridges, print heads, cleaners and other listed as consumables by manufacturer).

### 4. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor.

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 its funds are sufficient for fulfillment of this Agreement shall be final.