



The Purchasing Memo

Date: February 7, 2025

To: Governing Body and Finance Committee & Quality of Life

From: Jordan Guenther, Interim TSF Director *JG*

Subject: Mittera Printing Service - Amendment #3

Vendor Name: Mittera

Munis Vendor Number: 9336

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #3 to item #22-0062 with Mittera for General Services. Amendment #3 is to Increases the Compensation for FY25 by \$164,000 for Printing of the Santa Fe Visitor’s for a Grand Total Compensation of \$586,827.47 – not to exceed for a term of 4 years, expiring June 30, 2026.

COMMITTEE REVIEW:

Quality of Life Committee: March 5, 2025

Finance Committee: March 10, 2025

Governing Body: March 12, 2025

CONTRACT NUMBER:

Munis contract number is 3203137

BACKGROUND AND SUMMARY:Every year TOURISM Santa Fe (TSF) prints a quantity of the “Official Santa Fe Visiotor Guide” for the promotion of Santa Fe. Mittera was selected through an ITB #22/19/B. This amendment #3 is to increase the compensation for FY25 in the amount of \$164,000 for contract grand total of \$586,827.47 for a four-year term expiring June 30, 2026.

History:

FY22	Original Contract 22-0062	for Printing Services	\$120,481.65
FY23	Amendment 1, 23-0150	to increase compensation by	\$146,585.82
FY24	Amendment 2, 23-0694	to increase compensation by	\$155,760.00

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Print & Publish/561800

Budget Officer / Designee: Andy Hopkins Date: 02/10/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 02/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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:

CPO Service Determination Email

Procurement document: ITB

Vendor's Quote

Certificate of Liability Insurance (COI)

General Services Contract

Original contract packet (with previous contract amendments)

Item# _____
Munis Contract# 3203137
Original Contract Item #: 22-0062
ITB #: 22/19/B

**CITY OF SANTA FE
AMENDMENT No. 3 TO
GENERAL Services Contract
ITEM# 22-0062**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One Hundred Sixty Four Thousand Dollars (\$164,000) so that Article 3 reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Prices
250,000 run	FY22	\$120,481.65
200,000 run	FY23	\$146,585.82
200,000 run	FY24	\$155,760.00
175,000 run	FY25	\$164,000.00

The total compensation under this Agreement shall not exceed Five Hundred Eighty-Six Thousand Eight Hundred Twenty-Seven dollars and forty-seven cents (\$586,827.47) including New Mexico gross receipts tax.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:



Jon Troen (Feb 4, 2025 12:51 CST)
JON TROEN, CEO

DATE: **Feb 4, 2025**

NMBTIN: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Patricia Feghali (Feb 4, 2025 12:03 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to MITTERA. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <https://issuu.com/visitsantafe/docs/santafevisitorsguide2022>:

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 250,000		\$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents (**\$120,481.65**), including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the

Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor: such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

The 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 prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NFW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe 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. The 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.

27. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2. By execution of this Agreement, 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 Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense or settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: TOURISM Santa Fe, Randy Randall, Executive Director,
randall@sanfefnm.gov, 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director,
Harry.Tomlinson@mittera.com, 817-901-9430

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director,
harry.tomlinson@mittera.com, 817-901-9430

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

John Blair

John Blair (Feb. 23, 2022 17:56 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

Harry Tomlinson

HARRY TOMLINSON
DIRECTOR

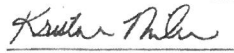
DATE: 02.15.22

CRS #03-520174-00-6

FEIN #42-01028248

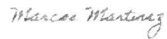
Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK ^{XIV}_{XV}

CITY ATTORNEY'S OFFICE:



MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj.# 2130521.561800

Item **23-0150**

Munis Contracts - 2023

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062**

THIS AMENDMENT (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated February 23, 2022 (the "Agreement") between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Meeting Envelopes as outlined in original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

C. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty five dollar and eighty-two cents (\$286,345.82) so that Article 3 reads in its entirety as follows:

The City Shall pay the contractor based upon fixed prices for each Deliverable Item as listed here

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
01 250,000	FY22	\$120,481.65
02 200,000	FY23	\$146,585.82
03 200,000	FY24	\$139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty Seven Dollars and Forty Seven Cents (\$406,827.47) including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Mittera



ALAN WEBBER, MAYOR



Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR

DATE: Apr 16, 2023


DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marlos Martinez

Marlos Martinez (Mar 1, 2023 11:44 AM ET)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 14, 2023 08:00 MDT)

EMILY OSTER, FINANCE DIRECTOR

VSF Admin/Print & Publish

2130521.561800 AH

Item# 25-0094
Master Contract# 22-0062
Original Contract Item# 22-0062
ITB# 22/1948

CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide printing services.
- B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications, and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink - 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars (\$16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
250,000	FY22	\$120,481.65
200,000	FY23	\$146,585.82
200,000	FY24	\$155,760.00


The total compensation under this Agreement shall not exceed **Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents (\$422,827.47)**.

3. CONTRACT IN FULL FORCE.

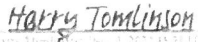
Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Dec 26, 2023 08:21 MST)
 ALAN WEBBER, MAYOR

CONTRACTOR:
 Mittera:


Harry Tomlinson (Dec 26, 2023 18:11 MST)
 HARRY TOMLINSON, DIRECTOR

DATE: Dec 26, 2023

DATE: Nov 3, 2023
 CRS# 03-520174-00-6

Registration # 231903

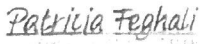
ATTEST:



Geralyn Cardenas (Dec 26, 2023 09:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 *XIV*

CITY ATTORNEY'S OFFICE:



Patricia Feghali

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Dec 26, 2023 05:16 MST)

EMILY OSTER, FINANCE DIRECTOR

2130521.561800 *Att*
VSF Admin/Print & Publish

From: [LOVATO, JOANN D.](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: RE: Mittera Amendment
Date: Monday, October 23, 2023 12:46:07 PM
Attachments: [image001.png](#)

Thank you Shirley. This will be General Services.

JoAnn D. Lovato Montañño, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:33 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment

Just increasing Comp not SOW for both –

MITTERA in the amount of 120,481.65 (original). Amendments: 1 & 2 now total: 406,827.47 (ITB #22/19/B)

Scope of Work

- A. The Contractor shall perform the work as outlined in following Specifications and incorporate herein by reference.

The Contractor shall perform Printing and Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <https://issuu.com/visitsantafe/docs/santafevisitorsguide2022>:

Print-ready files provided by TOURISM Santa Fe to selected vendor

- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

VLADIMIR JONES (PRACO) in the amount of 8 Million (Original). Amendment 1: grand total: 8.835M Term end June 30, 2027 RFP# 23/49/P

Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.
2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry,

return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

- F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2. The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3. Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Sent: Monday, October 23, 2023 12:18 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Subject: RE: Mittera Amendment

Okay, can you please send the original SOW?

Thanks.

JoAnn D. Lovato Montaña, CPO

Contracts Supervisor

c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Monday, October 23, 2023 12:16 PM

To: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Subject: RE: Mittera Amendment

Importance: High

Hi Joanne,

I have no determination email.....these contracts were done prior to new determination processes. I have another one as well that I am working on - Vladimir Jones....

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Sent: Monday, October 23, 2023 12:13 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Subject: RE: Mittera Amendment

Hi Shirley,

Did you receive an original determination of services? As long as there is no change in the SOW, it will remain the same and you can use the original determination.

Thank you.

JoAnn D. Lovato Montaña, CPO

Contracts Supervisor

c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Friday, October 20, 2023 3:15 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Mittera Amendment

Hi Travis,
Do I need a determination for an amendment to increase the compensation for our FY24 Visitor Guides printing. We will increase it by 15,677.93
We received a revised quote in the amount of 159,559.00 (page 3).

Here is the breakdown of contract # 3203137:

> Original	120,481.65
> Revised with amendment	406,827.47
> Open PO Balance	139,760.00
> Spent so far	262,946.40
> Available	4,121.07

New Quote	159,559
Open PO	- 139,760
=1	9,799.00
	• 4,121.07 (bal on contract)
	=15,677.93 (increase contract by)

>
> Shirley

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

City of Santa Fe
Invitation to Bid
Official Santa Fe Visitors Guide
ITB # 22/19/B

Bid Due Date and Time: November 17, 2021 at 2:00 PM MST

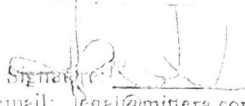
Bidders MUST complete as applicable and sign the following in order for the Invitation to Bid (bid to be valid) (only on printed bids)

Company Name: Mitera Group, Inc Address: 1312 Locust Street Ste 202
(if applicable) Des Moines, IA 50309
Co. Email: legal@mitera.com
Co. Phone No.: 515-343-5359
NA Gross Receipts Tax # (CRS): 03-520174-00-6 Federal Tax ID #: 42-1028248

Payment terms: Net 45 (e.g., Net 30) Discount will not be considered in computing the low bid, see "Terms and Conditions"

F.O.B. Point must be Destination unless otherwise indicated in the Invitation to Bid

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: 
Signatory Email: legal@mitera.com

Print or type name: Henry Tomlinson
517-801-9430
Phone No. 515-343-5359
henry.tomlinson@mitera.com

* It is your responsibility as a bidder to ensure your bid is correct and accurate

Any amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids

If applicable, bidder acknowledges receipt of the following amendment(s):
Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. **NOTE:** if you decide not to bid, do not return this document

Terms and Conditions
(Unless otherwise specified)

Quote



		January 13, 2025
PROPOSAL TO:	Cullen Curtiss Editorial Content Manager TOURISM Santa Fe 201 West Marcy Street Santa Fe, NM 87501 Cacurtiss1@santafenm.gov O: 505.955.6203 M: 510.847.0570	ESTIMATE # 40854
DESCRIPTION:	2025 Santa Fe Visitors Guide	
CONFIGURATION:	140pp + 4pp cover Perfect-bound 175,000	
SIZE:	06.00"w x 10.00"h	
ARTWORK:	Hi-res PDF's with images placed	
PROOF:	In-Site proofs for client approval	
PRESSWORK:	4/4 process + matte UV outside covers	
PAPER:	Text – 50# CGW G3 80B text Cover – 100# Gloss G3 text	
BINDING:	Perfect bound	
DELIVERY:	FOB Los Alamitos, CA Pack in convenient cartons, skid pack 50% to Santa Fe, NM 87501/ 50% to Albuquerque, NM 87101	
PRICE:	140+4 175,000 \$139,430.00	
	DUE TO THE CURRENT VOLITILITY IN THE PAPER INDUSTRY, PAPER PRICES AND AVAILABILITY OF PAPER WILL NEED TO BE CONFIRMED AT THE TIME THE QUOTE IS SIGNED. ANY ADJUSTMENT TO THE PRICE OF PAPER AND/OR SCHEDULE WILL BE RE-QUOTED AND WILL REQUIRE A NEW SIGNATURE TO THE ADJUSTED QUOTE.	
EXTRAS:	Distribution: 175,000 \$8,797.25	
TERMS:	30 day terms currently in-place	

THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU!

SIGNED: HARRY TOMLINSON

DATE: 1.13.2025

CUSTOMER ACCEPTANCE:

Quote



2025 SFVG	Estimated totals
\$139,430.00	Base print & paper @ 175,000 pieces
\$8,797.25	Freight estimate / 2 Trucks
\$3,193.41	FSC estimate @ 36.3%
\$60.00	UPS estimate
\$12,519.34	Estimated taxes
\$164,000.00	Estimated total

Quote



TERMS & CONDITIONS:

This Proposal is an offer by Mittera ("Supplier") for the sale of the services specified on the face of this Proposal (the "Services") to the party to whom the Proposal is addressed (the "Customer"), in accordance with and subject to these terms and conditions (the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions of purchase or any other document issued by Customer in connection with this Order.

Estimate

A Proposal not accepted in writing within thirty (30) days may be changed. Estimates are based on Supplier's understanding of Customer's specifications and on the cost of labor and materials on the date of the Proposal. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if Customer requires changes in specifications, quantities, designs, or the production schedule subsequent to acceptance, Supplier reserves the right to change the pricing of the Proposal. Subsequent orders may be subject to price revision.

Payment

Unless otherwise specified herein, payment for Services shall be net cash due thirty (30) days from invoice date, and payment for freight shall be net cash, due 10 days from invoice date.

In the event Customer defaults in making any payment when due, (a) Supplier may suspend performance under this Order; and (b) a finance charge of 1.5% percent per month (18% per annum), together with all costs of collection, including reasonable attorney's fees, will be charged on all past-due balances until paid.

As security for payment of any sum due under the terms of this Order, Supplier has the right to hold and place a lien on all of Customer's property in Supplier's possession.

Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Supplier's platform.

Postage

Estimates do not include postage. Supplier will notify Customer in writing including by facsimile or by delivery-confirmed e-mail of the required postage as soon as this amount is known and will notify Customer of the date when the postage is needed in order to complete the mailing prior to the agreed-upon mailing date. While Supplier will make every effort to provide Customer with an accurate estimate of required postage, Supplier is not responsible for additional postage charges if the rate of postage changes for reasons beyond Supplier's control.

Payment of postage in advance is required on all orders and is Customer's responsibility. Supplier reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. Customer will provide the postage payment in adequate time for Supplier to complete the mailing prior to the previously agreed-upon mail date.

Taxes

All taxes and assessments levied by any governmental authority are Customer's responsibility and will be added to Customer's invoice. No tax exemption will be granted unless official proof of Customer's exemption is on file with Supplier. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Supplier for any additional taxes paid.

Cancellation

Customer shall give Supplier as much notice as reasonably practicable if Customer wishes to cancel the Order. Customer

shall be liable for all costs incurred by Supplier resulting from such cancellation that are not avoidable through reasonable commercial efforts, including, without limitation, materials ordered or inventoried on Customer's behalf and not otherwise usable by Supplier in the ordinary course of its business within a reasonable period of time.

Copyrights

Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed.

Prepress, Preparatory, and Proofing

Until Customer's data or media can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with the material submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

Supplier will submit prepress proofs along with original copy for Customer's review and approval. Corrections will be communicated electronically or returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required," and electronically authorized or signed by Customer. Supplier will not be responsible for undetected production errors if: (a) Customer does not require proofs; (b) the work is printed per Customer's OK; or (c) requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

Press proofs will not be furnished unless they have been requested by Customer and presented in Supplier's quotation. A press sheet can be submitted for Customer's approval as long as Customer is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of Customer's delay or change of mind will be chargeable at Supplier's current rates.

Overruns, Underruns, Spoilage

Overruns or Underruns: Will not exceed ten (10) percent of the quantity ordered. Supplier will invoice for the actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. Customer must advise Supplier, in advance of the job, the disposition of overs. Overs may be returned to Customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Supplier's option and without liability to Supplier, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Spoilage: All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Supplier cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Storage

Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids, or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible.

Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Skids may not contain more than 2,000 pounds of material. Supplier will apply a surcharge for any rework necessary for materials received not meeting

these specifications. Collect shipment will be accepted by Supplier only if clearance is obtained in advance, and a service charge will be added to the actual freight charges.

Counts: Supplier accepts outside manufacturers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Supplier to verify outside manufacturers' counts prior to processing.

Paper Storage: Supplier will provide storage for Customer's paper chargeable at Supplier's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Supplier shall have the right to demand that Customer remove the paper from Supplier's storage. If Customer fails to remove the paper after 20 days' notice, Supplier may sell the paper and remit the proceeds to Customer less storage costs and costs of sale. Supplier shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Storage of finished goods, inserts, covers, cartons, and all other material will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after, the originally scheduled print date will be chargeable at Supplier's current rates.

Claims

Claims for defects, damages, or shortages must be made by Customer in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Supplier and Customer will have mutually acknowledged that the job has been accepted by Customer and that Supplier's performance has fully satisfied all terms, conditions, and specifications of this Order.

Choice of Law and Venue

This Order is made pursuant to and shall be governed by the law of the state where the Services are performed, and Customer consents to jurisdiction of the courts thereof.

Damages/Limitation of Liability

Supplier's liability for any and all claims whatsoever of any kind and nature arising out of this Order shall not exceed Supplier's price to Customer for performing the Services, and further mutually agree that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this Order shall satisfy any and all claims whatsoever of any kind and nature arising out of this Order.

Under no circumstances will Supplier be liable for incidental or consequential damages, including but not limited to lost profits and lost postal discounts, however proximate or foreseeable, arising out of the Services.

Waiver

No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Order that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Order.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners 1045 76th Street, STE 4000 West Des Moines IA 50266		CONTACT NAME: Cameron Shaw PHONE (A/C, No, Ext): (515) 327-8450 FAX (A/C, No): (515) 327-8457 E-MAIL ADDRESS: cameron.shaw@northriskpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers	NAIC # 25658
		INSURER B: Great American Alliance Ins.	14028
		INSURER C: Hudson Excess Ins Co Non-Admitted	14484
		INSURER D: QBE Spec Ins Co Non-Admitted	11515
		INSURER E:	
		INSURER F:	

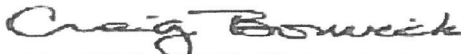
COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6608J884295	09/29/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			8103P569535	09/29/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3L686452	09/29/2024	06/01/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1278337-08	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability & Network Security - Cyber			EEZ1374704 / 130001432	09/29/2024	09/29/2025	Ea Wrongful Act- Primary \$5,000,000 Ea Wrongful Act- XS \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue Santa Fe NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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