

Item# 22-0471  
Munis Contract# 3201928

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
Immix Technology Inc, AGREEMENT  
ITEM#20-0306**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE AGREEMENT, dated 06/24/20 (the "Agreement"), between the City of Santa Fe (the "City") and Immix Technology Inc., (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 Kronos Workforce Telestaff Software Enterprise Licensing, Bidding Functionality and Cloud Hosting Services 07/1/2020-06/30/2024.

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:

1. **SCOPE OF SERVICES**

Article 2 of the Agreement is amended to upgrade Kronos workforce solutions and Telestaff to current version Kronos Dimensions, so that Article 2 reads as follows: Kronos Dimensions shall provide service as stated in Exhibit "K" of this agreement. incorporated herein. The relevant portions of GSA Contract #GS-35F-0265:X, Terms and Conditions, and State Price Agreement are also attached hereto.

2. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of \$309,514.60 including Gross Receipts Tax so that Article 3, paragraph A reads in its entirety as follows:

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
1. Initial Upgrade Services Cost, September 30, 2022 (FY23)		\$69,895.75
2. SaaS Fee, September 30, 2022 (FY23)		\$175,407.00
3. Initial Tax, September 30, 2022 (FY23)		\$8,770.35
4. Fire and Police, September 30, 2022 (FY23)		\$23,073.60
5. Telestaff, March 30, 2023 (FY23)		\$32,367.90
6. TOTAL COST FISCAL YEAR 2023		\$309,514.60
TOTAL COMPENSATION OF AMENDMENT #2		\$309,514.60

The total compensation under this Agreement shall not exceed eight hundred four thousand two hundred thirty-five dollars and sixty cents (\$804,235.60) including applicable gross receipts taxes as described in Exhibit “K” attached hereto and incorporated herein

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

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 06/30/2024 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.

4. 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. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

*Alan*  
ALAN WEBBER, MAYOR

DATE: Sep 28, 2022

CONTRACTOR:

Immix Technology Inc.,

Megha Digitally signed  
NAME by Meghan  
Cohen

n Date:  
TITLE Cohen 2022.08.31  
18:33:15 -04'00'

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

*Kristine Mihelcic*  
KRISTINE BUSTOS MIHELICIC, CITY CLERK *KB*  
GB MTG 09/28/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Aug 31, 2022 13:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Sep 28, 2022 18:00 MDT)

EMILY OSTER, FINANCE DIRECTOR  
6203600.530710 ITT EAS Software Subscriptions *AH*  
Org. Name/Org.# AH

Manuel Gonzales  
CITY OF SANTA FE  
, PH: 505-231-1749  
mmgonzales@santafenm.gov

Contract No.: GS-35F-0265X  
CAGE Code: 3CA29  
DUNS No.: 09-869-2374  
TAX ID#: 54-1912608  
Terms: NET 30  
FOB: Destination

Quote Number: QUO-1322272-Q0R0S7  
Quote Date: 8/25/2022  
Expiration Date: 9/24/2022

Order Address:  
immixTechnology, Inc.  
8444 Westpark Drive, Suite 200  
McLean, VA 22102  
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Stuts, Brian  
+1 770-625-7661 Brian.Stuts@immixgroup.com

Manufacturer Quote #: Q-102756 / 698023-1  
Manufacturer Ref #:

Manufacturer Contact: Coppi, Jason  
512-731-1739 jason.coppi@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com.

PLEASE REFERENCE THE 'NET TERMS' ON THE PURCHASE ORDER.

Please include any tax-exempt certificates, where applicable.

Initial Term: 12 months  
Renewal Term: 12 months  
Billing Start Date: 180 Days from Execution of Order  
Data Center Location: USA

**Order Notes:**

The parties agree that Customer is migrating from their existing Workforce Central Software as a Service applications (the "Existing Applications") to the UKG Dimensions Software as a Service offering ("WFD SaaS"). Customer's Software as a Service Agreement on the Existing Applications will continue for a period of one hundred eighty (180) days from the execution of this Order Form. After such period, Customer's rights to use the Existing Applications, along with the associated Software as a Service Agreement, will be terminated, unless otherwise noted herein.

UKG Dimensions Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, Customer will be credited for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the UKG Dimensions Billing Start Date.

The Scope Statement attached to this Order Form is a summary of the Implementation Services to be provided by UKG for the Implementation Services Fees outlined in this Order Form and incorporated herein by reference.  
The fees for the Applications are invoiced 60 days prior to the Billing Start Date.

Before including any health related questions in UKG Dimensions Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations

Notwithstanding any terms to the contrary in the Reseller Agreement between Immix and Vendor, access to KnowledgeMap Live is included as part of the fees customer is paying for the UKG Dimension services.

SaaS Services  
Billing Frequency: Annual in Advance

Professional Services:  
Fixed Fee  
Billing Frequency: Billed 100% upon Execution of Order

Tiered Pricing Application  
Billing Frequency: Annual in Advance

One Time Setup Fee  
Billing Frequency: Billed 100% upon Execution of Order

A La Carte Services  
Billing Frequency: Billed 100% upon Execution of Order

INCLUDED AT NO CHARGE:  
8604551-000 - UKG DIMENSIONS TELESTAFF INTEGRATION QTY: 415

999WFD4-SMB - TIMEKEEPING - Additional Employee Pay Group(s) QTY: 1  
 9999005-SEV - UKG DIMENSIONS MIGRATION SMB - Analytics Consultant QTY: 1  
 9999005-SEV - UKG DIMENSIONS MIGRATION SMB - Kronos Consultant QTY: 1  
 9999005-SEV - UKG DIMENSIONS MIGRATION SMB - Integration Consultant QTY: 1  
 9999005-SEV - UKG DIMENSIONS MIGRATION SMB - Technology Consultant QTY: 1

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	GS-35F-0265X	XAAS	UKG DIMENSIONS TIMEKEEPING HOURLY - STANDARD LIC, PEPM (1700 lic x 12 months)** TRUSTED PRODUCT**	20400	\$5.9000	\$120,360.00
2	8604540-000A	GS-35F-0265X	XAAS	UKG DIMENSIONS LEAVE (Includes Accruals) - STANDARD LIC, PEPM (1700 lic x 12 months)** TRUSTED PRODUCT**	20400	\$1.1800	\$24,072.00
3	SAAS-WFD-ADD-TENANTS	GS-35F-0265X	XAAS	WORKFORCE DIMENSIONS NON-PROD ADDITIONAL TENANT SAAS - PER EMPLOYEE PER MONTH (1700 lic x 12 months)** TRUSTED PRODUCT**	20400	\$0.2500	\$5,100.00
4	8604543-000A	GS-35F-0265X	XAAS	UKG DIMENSIONS ANALYTICS - STANDARD LIC, PEPM (1700 lic x 12 months)** TRUSTED PRODUCT**	20400	\$1.2000	\$24,480.00
5	8604956-000SAAS1	GS-35F-0265X	XAAS	UKG DIMENSIONS OUTLOOK INTEGRATION 1-2499 (1700 lic x 12 months)** TRUSTED PRODUCT**	12	\$116.2500	\$1,395.00
Group Total:							\$175,407.00
6	9990002-EDU	GS-35F-0265X	SVC	Workforce Dimensions User Adoption Services (per hour)/ 9990058-EDU: WFD USER ADOPTION ASSESSMENT* Fixed Fee - 100% at Signing*** TRUSTED PRODUCT**** TRUSTED PRODUCT**	12	\$214.4800	\$2,573.76
7	9990002-EDU	GS-35F-0265X	SVC	Workforce Dimensions User Adoption Services (per hour)/ 9990057-EDU: Train The Trainer Package * Fixed Fee - 100% at Signing*** TRUSTED PRODUCT** TRUSTED PRODUCT**	24	\$214.4800	\$5,147.52
8	9990118-PRO	GS-35F-0265X	SVC	Workforce Dimensions Onboarding Services SMB (per hour)/ ONE TIME SETUP FEE* Fixed Fee - 100% Signing*** TRUSTED PRODUCT** at Signing*** TRUSTED PRODUCT**** TRUSTED PRODUCT**	33	\$199.9100	\$6,597.03
9	9990118-PRO	GS-35F-0265X	SVC	Workforce Dimensions Onboarding Services SMB (per hour)/ 999WFD4-SMB Enhanced Business Data Automation * Fixed Fee - 100% at Signing*** TRUSTED PRODUCT**** TRUSTED PRODUCT**	16	\$107.2400	\$1,715.84
10	9990118-PRO	GS-35F-0265X	SVC	Workforce Dimensions Onboarding Services SMB (per hour)/ 999WFD4-SMB** FIXED FEE - Outlook Office 365 Integration** TRUSTED PRODUCT**	2	\$202.9100	\$405.82
11	9990118-PRO	GS-35F-0265X	SVC	Workforce Dimensions Onboarding Services SMB (per hour)/ 999WFD4-SMB WFC Historical Access Setup Services* Fixed Fee - 100% at Signing*** TRUSTED PRODUCT**** TRUSTED PRODUCT**	30	\$107.2400	\$3,217.20

12	9990118-PRO	GS-35F-0265X	SVC	Workforce Dimensions Onboarding Services SMB (per hour)/ 999WFD4-SMB ** FIXED FEE - UKG TeleStaff Product Link** TRUSTED PRODUCT **	42	\$202.9100	\$8,522.22
Group Total:							\$28,179.39
13	9990118-PRO	GS-35F-0265X	SVC	TELESTAFF Onboarding Services SMB (per hour)/ Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)- 9990007-SMB *Fixed Fee - 100% at Signing** TRUSTED PRODUCT **	100	\$107.2400	\$10,724.00
14	9990118-PRO	GS-35F-0265X	SVC	TELESTAFF Onboarding Services SMB (per hour)/ Bidding (1 position or 1 vacation) - 9990007-SMB *Fixed Fee - 100% at Signing** TRUSTED PRODUCT **	39	\$107.2400	\$4,182.36
15	9990118-PRO	GS-35F-0265X	SVC	TELESTAFF Onboarding Services SMB (per hour)/ Implementation TSG Saas SMB - 9990006-SMB** TRUSTED PRODUCT **	250	\$107.2400	\$26,810.00
Group Total:							\$41,716.36

SERVICES	\$69,895.75
ANYTHING AS A SERVICE	\$175,407.00
NM TAX (XAAS)@ 5%	\$8770.35
<b>Grand Total</b>	<b>\$254,073.10</b>

The Professional Services TSG SMB implementation guidelines are attached to this Order Form

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary: <http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: [http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

**Order Form - Workforce Central SaaS for SMB**

Quote #: 698023-1  
 Expires: 5/11/2022  
 Prepared By: Bryan Driscoll

Order Type: Upgrade  
 Date: 4/12/2022

Bill To: Attn: Accounts Payable  
**Immix Technology, Inc.**  
 PO Box 6513  
 Englewood, CO 80155

Ship To: Attn: Manuel M. Gonzales  
**City of Santa Fe**  
 301 Montezuma  
 Santa Fe, NM 87504

Solution ID: 6105679  
 Currency: US  
 Customer PO #:  
 Data Center: USA  
 Executive Name: Manuel M. Gonzales  
 Executive Email: mmgonzales@santafenm.gov  
 Program Manager Name: Manuel M. Gonzales  
 Program Manager Email: mmgonzales@santafenm.gov

Email: [excription@kronos.com](mailto:excription@kronos.com)  
 FOB: Shipping Point  
 Ship Method: FedEx Ground  
 Freight Terms: Prepay & Add

**Notes:**

This order is a transfer of the Applications listed herein from Santa Fe Police Department ("Assignor"), SID 6156299, to Sante Fe Fire ("Assignee"), SID 6105679.

The license capacity listed herein is not incremental to Assignee's total employee count.

Initial Term: Co-term  
 Billing Start Date: Upon execution of Order Form  
 Renewal Term: One Year  
 Payment Terms: Net 30  
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
 Applications: Monthly in arrears  
 Professional Services: Fixed Fee, 100% at signing

**APPLICATIONS**

Item	License/Qty	PEPM	Monthly Price	Annual Price
UKG Telestaff Enterprise Bundle v7.4+ - 8604981-000	230	\$8.36	\$1,922.80	\$23,073.60
<b>Monthly Total:</b>			<b>\$1,922.80</b>	<b>\$23,073.60</b>

**SUMMARY**

Item	Total Price	Annual Price
Monthly Application Fee	\$1,922.80	\$23,073.60
<b>Total Monthly Service Fees:</b>	<b>\$1,922.80</b>	

**City of Santa Fe**

**Immix Technology, Inc**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# Sales Quotation

David Tapia  
CITY OF SANTA FE  
2651 SIRINGO RD, BUILDING F  
SANTA FE, NM 87504  
PH: 505 955-5523  
dctapia2@santafenm.gov

**Contract No.:** GS-35F-0265X  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1320953-H0J1N4  
**Quote Date:** 8/25/2022  
**Expiration Date:** 9/30/2022

**Order Address:**  
immixTechnology, Inc.  
8444 Westpark Drive, Suite 200  
McLean, VA 22102  
PH: 703 752-0610 FX: 703-752-0611

**Manufacturer Quote #:**  
**Manufacturer Ref #:**

**immixTechnology, Inc. Contact:** Stutts, Brian  
+1 770-625-7661 Brian.Stutts@immixgroup.com

**Manufacturer Contact:** Shaw, Gina  
978-947-8418 gina.shaw@Kronos.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote.

IM03148- SID - 6156299  
03/28/23 - 03/27/24

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ ** TRUSTED PRODUCT **	230	\$17.6600	\$4,061.80
Period of Performance: 3/28/2023 to 6/30/2024.							
2	8604488-000-BUNDLE-SAAS	GS-35F-0265X	XAAS	Workforce TeleStaff Enterprise v7.1+ BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month ** TRUSTED PRODUCT **	230	\$123.0700	\$28,306.10
Period of Performance: 3/28/2023 to 6/30/2024.							
<b>ANYTHING AS A SERVICE</b>							<b>\$32,367.90</b>
<b>Grand Total</b>							<b>\$32,367.90</b>

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:  
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: [http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)



# Scope Statement

## Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF SANTA FE (“Customer”), related to the Core entitlements, Value-add entitlements, and/or Additional Services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy Core entitlements, as well as easily layer Value-add entitlements and functionality over time based on your priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing your UKG Dimensions Agreement (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

## UKG Dimensions Solution

CITY OF SANTA FE and Kronos are onboarding the following UKG Dimensions entitlements with:

Core Entitlement	On-boarding Type	Number of Employees
UKG Dimensions Timekeeping Hourly	Enhanced Migration	1700

Value-add Entitlements	On-boarding Type	Number of Employees
UKG Dimensions Leave	Enhanced Migration	1700
UKG Dimensions Analytics	Net New	1700

## On-boarding approach for the Migration

Kronos will complete a solution readiness review with the customer project team to confirm that the migration of agreed upon existing configuration can commence in a non-production environment. Kronos will assess and deploy the approved Business Structure and other configuration unique to UKG Dimensions to complete validation of the migrated solution. Upon completion of user acceptance testing by customer, Kronos will cutover the approved solution to the production environment.

### Enhanced Migration

Enhanced Migration assumes a full deployment cycle, relying on calibration of recommended configuration, workflow and policy.

### Net New

Net New assumes a full deployment cycle, relying on calibration of recommended configuration, workflow and policy of an entitlement not previously subscribed to.

## CITY OF SANTA FE and Kronos Collaboration

A successful project requires close collaboration between CITY OF SANTA FE and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Dimensions solution in support of your organization’s business outcomes. Your organization’s participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing

processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt. Please review the Kronos Paragon™ Overview for the project life cycle, roles & responsibilities in more detail in the following link: [Kronos Paragon Overview](#).

## Project Overview

### Project Management services include:

- Kronos Project Manager working with Customer Project Manager to jointly run the project.
- Transition to Kronos Global Support after the first deployment go-live.
- Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.

### Implementation:

- Fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6-8months depending on the number of entitlements selected. Onboarding support for these time spans are included in the scope. Extended project timelines requested by customers can be supported with additional professional services and will be agreed via change order.

### Remote Implementation approach:

- Kronos will conduct one Solution Development Workshop with the customer project team to create one solution design for the customer's organization.
- The customer team will conduct one testing cycle to accept that solution, which Kronos will support.
- Kronos will support one production go-live and provide knowledge transfer to allow you to be self-sufficient in any subsequent phased go-lives you choose to conduct for that module.

### Deployed Solution:

- Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlements. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
- Kronos will deliver the integrations using the Boomi™ UKG Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transfers data via flat files (CSV) to the UKG Dimensions secure FTP (SFTP) environment.

### Educational Services:

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

Kronos' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

### Virtual Learning Environment Training

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

- Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution

**Self-Paced Training**

Kronos shall provide self-paced product training.

Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

**Education Services:**

Qty	Service	Description
1	User Adoption Assessment	<p>A Kronos User Adoption Consultant will work with work with designated customer resources to ensure ongoing user adoption including:</p> <ul style="list-style-type: none"> <li>• Evaluation of user adoption needs</li> <li>• User Adoption Action Plan</li> <li>• Adaptable change management and user training templates</li> </ul>
2	Train the Trainer Package	<p>A Kronos Certified Instructor will work with designated customer training resources to support the delivery of user training utilizing a train the trainer approach including:</p> <ul style="list-style-type: none"> <li>• Workshop focused on user training delivery for manager and employee roles with a Kronos User Adoption Consultant</li> <li>• Review of manager level course for 1-5 participants</li> <li>• Editable manager level course PowerPoint and participant guide (Manager Tasks and Outcomes course)</li> <li>• Standard hands-on captured exercises created in Adobe Captivate with the most common tasks for managers</li> <li>• Each Train the Trainer package purchased is for 1 workshop session</li> </ul>

**Core Deliverables**

Working in close collaboration, CITY OF SANTA FE and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
Timekeeping	<p>UKG Dimensions Timekeeping gets you started with the ability to accept punches and pay employees accurately through these core capabilities:</p> <ul style="list-style-type: none"> <li>• Time capture and workflow automation</li> <li>• Adherence to policy through automated pay calculations</li> <li>• Automated time collection</li> <li>• Time-off balance tracking</li> <li>• Access to timekeeping information and self-service workflows</li> <li>• Visibility into labor tracking and accounting</li> <li>• Access to schedules</li> <li>• Mitigation of compliance risk</li> <li>• Proactive exceptions management</li> </ul> <p><b>Scope assumptions:</b></p> <ul style="list-style-type: none"> <li>• Employee Pay Groups                             <ul style="list-style-type: none"> <li>• Up to 8 total Employee Pay Groups to be used across core entitlements noted in your UKG Dimensions Solution above.</li> <li>• Employee Pay Groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g. overtime, shift premiums, holiday zones, etc.).</li> </ul> </li> <li>• User Personas and Roles</li> </ul>

Core	Kronos Delivered Value
	<ul style="list-style-type: none"> <li>• Up to 5 functional and data security Personas:               <ul style="list-style-type: none"> <li>• 1 payroll administrator role</li> <li>• 2 types of manager roles</li> <li>• 2 types of employee roles (e.g. "Payroll Admin", "Manager", "Salaried Employee", "Hourly Employee").</li> </ul> </li> <li>• We will also provide knowledge transfer to the customer team to configure additional Personas as you require them.</li> <li>• 2 Yes / No questions for employees to attest with workflows</li> <li>• Data collection devices               <ul style="list-style-type: none"> <li>• Configure up to 5 Timekeeper Terminals with Biometrics (TouchID or TouchFree ID) and provide knowledge transfer for customer to configure remaining terminals.</li> </ul> </li> <li>• Business Data Automation: One-time initial loads of business structure and labor categories to avoid manual and time-consuming entry tasks before go-live.</li> <li>• Standard integration templates:               <ul style="list-style-type: none"> <li>• Accrual Reset Import</li> <li>• Payroll Export that runs at the end of the pay period</li> <li>• Recurring person import for employee demographic data</li> </ul> </li> <li>• Strategic Technical Advisor (STA) service included. The STA functions as the customer's single point of contact for technology related considerations. They will engage with the customer's technical teams and Kronos Technology Partners to assist with network infrastructure assessment, client access methods such as desktop, mobile, data collection devices and technology partner solutions. Additionally, the STA will advise, mentor and guide clients throughout solution implementation and adoption. The STA provides:               <ul style="list-style-type: none"> <li>• Technical readiness plan</li> <li>• Clock migration plan</li> <li>• Successful SSO deployment</li> <li>• Technical guidance &amp; knowledge transfer</li> </ul> </li> </ul> <p><b>A la carte items selected:</b></p> <ul style="list-style-type: none"> <li>• 12 Employee Group(s) in addition to 8 provided</li> <li>• Additional integration template(s) described as: 2 Custom Attestation Workflows</li> <li>• Additional integration template(s) described as: 1 Standard Roster Feed</li> </ul>

### Value-Add Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF SANTA FE to deploy the following Value-Add entitlements and/or functionality over time in short, iterative, deployments aligned with your priorities, schedule, and resources.

Value-Add	Kronos Delivered Value
Leave	<p>UKG Dimensions Leave adds comprehensive administration of leave cases through:</p> <ul style="list-style-type: none"> <li>• Access to timekeeping information and self-service workflows</li> <li>• Efficient and accurate leave management</li> <li>• Automated accruals policy</li> <li>• Mitigation of compliance risk</li> <li>• Time-off balance tracking</li> <li>• Visibility into labor tracking and accounting</li> </ul> <p><b>Scope assumptions:</b></p> <ul style="list-style-type: none"> <li>• Up to 10 configurable accrual policies</li> <li>• Federal Leave policies and 2 state policies, one-time load of existing leave history per Kronos provided format.</li> </ul>

Value-Add	Kronos Delivered Value
<b>Analytics</b>	<p>UKG Dimensions Analytics provides valuable insight to your workforce through the following capabilities:</p> <ul style="list-style-type: none"> <li>• Empowering decision-makers with real-time labor analytics</li> <li>• Proactive exception managements</li> <li>• Visibility into labor tracking and accounting</li> <li>• Pay code analysis and mapping to KPI requirements</li> </ul>

**Product Link Standard Integration:**

Integrations listed in this section are considered core product and to satisfy predefined use-cases or Kronos to Kronos productized integration.

- UKG TeleStaff

**Technology Partner Integrations:**

- Microsoft Outlook Integration

**Additional Services:**

Service	Description
<b>Enhanced Business Data Automation</b>	<p>Kronos provides the ability to keep your Workforce Management systems' business structure refreshed as your business organization changes to support new business goals, reorganizations, new locations, acquisitions, divestures, etc.</p> <p>In addition to the business data automation included, this service provides additional recurring and fully automated (adds and changes) integrations to help eliminate costly and time-consuming manual entries through the following:</p> <ul style="list-style-type: none"> <li>• Labor Category List Import</li> <li>• Labor Category Profile Import</li> <li>• Organizational Sets Import</li> <li>• Employee Group Import</li> </ul>
<b>WFC Historical Access Setup Services with Upgrade</b>	<p>Customer is leaving the Kronos Private Cloud (KPC) and is requesting assistance from Kronos to install a historical reporting version of Workforce Central system on-premise. A copy of the customer's production data base will be moved to the customer's on-premise historical reporting system. Workforce functionality will be limited to viewing and reporting purposes.</p> <p>Kronos will:</p> <ul style="list-style-type: none"> <li>• Provide hardware recommendations to support historical system.</li> <li>• Assist with restoring Kronos database received from the Kronos Cloud.</li> <li>• Install base Workforce Central applications to allow viewing employee records or report running purposes. Modules such as WDM, WIM, custom features, SSO will be omitted from the scope</li> <li>• Custom Reports will be moved to historical environment.             <ul style="list-style-type: none"> <li>• Reports will be migrated as is.</li> </ul> </li> </ul> <p>Licensing</p> <ul style="list-style-type: none"> <li>• If you are a current WFC hosted customer, you will receive a copy of your license files which you can restore to an on-premise WFC historical instance or simply keep the files.</li> <li>• If you are a current WFC SaaS customer, you need to purchase the required number of Workforce Central Manager licenses to access your on-premise WFC historical system and data.</li> </ul> <p>Assumptions</p> <ul style="list-style-type: none"> <li>• Customers will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per Kronos compatibility matrix</li> </ul>

<b>Service</b>	<b>Description</b>
	<ul style="list-style-type: none"><li>• Customer will request a copy of their Kronos Cloud database once they have discontinued collecting additional data into that database prior to decommissioning. Customers have 15 days from termination to retrieve their data.</li><li>• Kronos will perform one-time upgrade, with current service release, mandatory patches and touch test of the historical system.</li><li>• Customer will perform User Acceptance Testing</li><li>• Kronos will deliver the scope of this service utilizing a remote approach</li></ul> <p>Once the service is completed, Kronos does not provide maintenance, full version upgrades, or service packs to the on-premise historical system unless mutually agreed at then current rates.</p>

# UKG Telestaff SMB Implementation Services Guideline

The following applies to all entitlements within UKG TeleStaff™ SaaS SMB implementations:

UKG Delivered Value	
<p><b>UKG TeleStaff Entitlement</b></p>	<p><b>UKG Paragon™ Implementation methodology:</b> UKG SaaS SMB fixed scope, fixed duration, remote implementations follow our UKG Paragon methodology - an iterative, collaborative approach, driven by value and realized through collaboration. UKG Paragon is bolstered by tools, techniques, and UKG™ (Ultimate Kronos Group) process recommendations.</p> <p><b>Project Management</b> services including:</p> <ul style="list-style-type: none"> <li>• Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports.</li> <li>• UKG Project Manager will work with customer Project Manager to jointly run project.</li> <li>• Project Management includes transition to UKG Global Support after the first deployment go-live.</li> </ul> <p><b>Implementation approach:</b></p> <ul style="list-style-type: none"> <li>• UKG will conduct one remote assessment with your project team to create one solution design for your organization.</li> <li>• Your team will conduct one testing cycle to accept that solution, which UKG will support.</li> <li>• UKG will support one production cutover.</li> </ul> <p><b>Technical Architecture:</b> Two environments (1 Production, 1 Development)</p> <p><b>Training:</b> Through KnowledgeMap/KnowledgePass, we provide training for your core team, and provide you with collateral and toolsets to train your end-users. UKG training curriculums can be reviewed on the UKG customer website.</p> <p><b>Rapid Implementation:</b> UKG SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines span up to 6 months. Implementation support for this time span is included in the package. Extended project timelines beyond 6 months must be supported with additional professional services agreed via change order.</p>

## UKG TeleStaff Standard Services

UKG Delivered Value	
<p><b>UKG TeleStaff Scope</b></p>	<p>One-time data import of customer supplied person data in UKG format</p> <p>Leave Requests</p> <p>Shift Trades</p> <p>Accrual Management with a one-time data import of customer supplied accrual data in UKG format</p> <p>Event Deployment</p> <p>Signup Processes</p> <p>Overtime/Off Duty Scheduling Processes</p> <p>Minimum Staffing</p> <p>Fatigue Rules</p> <p>SMS Configuration (Text via Twilio)</p> <p>Bidding (see below)</p> <p>Standard Payroll Export</p> <p>Standard Reports</p> <p>Authentication (SSO/LDAP)</p> <p>One 8-hour remote consultant training session: Admin, Bid Admin, or Scheduler</p> <p>Standard integration with UKG timekeeping product</p> <p>One production cutover</p> <p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>• Includes 1 Institution:               <ul style="list-style-type: none"> <li>○ Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)</li> <li>○ Includes 1 administrative schedule group with no staffing rules</li> </ul> </li> <li>• Customer is responsible for data setup for:               <ul style="list-style-type: none"> <li>○ Events</li> <li>○ Assignment Templates</li> </ul> </li> <li>• Bidding:               <ul style="list-style-type: none"> <li>○ One type of award (i.e. one PTO Type/Assignment) is included</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>o Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order.</li> <li>o The execution of the bid includes 1 bid, 1 win, and 1 award cycle.</li> <li>o Cloning of Bids is the customer's responsibility</li> <li>o Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be defined</li> </ul>
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### UKG TeleStaff Value Added Services

The following value-added services are available for UKG TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the UKG order form for a list of a la carte services included with your purchase.

UKG Delivered Value	
<b>UKG TeleStaff</b>	{#} Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)  Extra Duty Event Management  Other Scoped Services



# immixTechnology, Inc.

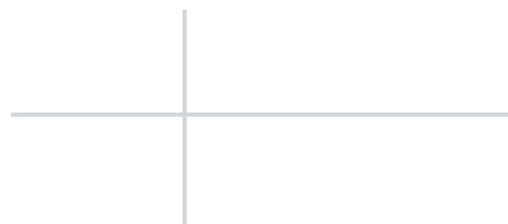
a subsidiary of  immixGroup



*General Services Administration  
Federal Supply Service  
Multiple Award Schedule  
Authorized Federal Supply Schedule Pricelist  
GS-35F-0265X*

*Period Covered by Contract: March 3, 2011 through March 2, 2026.*

*Pricelist current through Modification #PO-2406 dated August 3, 2022.*



Item# Item #20-0507  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
Immix Technology Inc, AGREEMENT  
ITEM#20-0306**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Immix Technology AGREEMENT, dated 6/24/20 (the "Agreement"), between the City of Santa Fe (the "City") and Immix Technology Inc., (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 Kronos Workforce Telestaff Software Enterprise Licensing, Bidding Functionality and Cloud Hosting Services 7/1/2020 – 6/30/2023.

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:

1. **SCOPE OF SERVICES**

Article 2 of the Agreement is amended to add Kronos Workforce Telestaff, so that Article 2 reads as follows: Kronos Workforce Telestaff Software Enterprise Licensing, Bidding Functionality and Cloud Hosting Services 7/1/2020 – 6/30/2023 as described in Exhibit "J" attached hereto and incorporated herein. The relevant portions of GSA Contract #GS-35F-0265X, Terms and Conditions, and State Price Agreement are also attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$111,204.38 including Gross Receipts Tax so that Article 3, paragraph A reads in its entirety as follows:

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
05 Workforce Telestaff Bidding v5 7/1/2020 to 6/30/2021		\$ 2,286.60
06 Workforce Telestaff Enterprise v5 7/1/2020 to 6/30/2021		\$30,436.20
07 Workforce Telestaff Global Access v5 7/1/2020 to 6/30/2021		\$ 1,176.60
08 Workforce TeleStaff Bidding v5 v5 7/1/2021 to 6/30/2022		\$ 2,375.40
09 Workforce Telestaff Enterprise v5 7/1/2021 to 6/30/2022		\$31,635.00
10 Workforce Telestaff Global Access v5 7/1/2021 to 6/30/2022		\$ 1,221.00
11 Workforce TeleStaff Bidding v5 v5 7/1/2022 to 6/30/2023		\$ 2,486.40
12 Workforce Telestaff Enterprise v5 7/1/2022 to 6/30/2023		\$32,900.40
13 Workforce Telestaff Global Access v5 7/1/2022 to 6/30/2023		\$ 1,265.40

The total compensation under this Agreement shall not exceed four hundred ninety four thousand seven hundred twenty and ninety cents (\$494,720.90) including applicable gross receipts taxes as described in Exhibit "J" attached hereto and incorporated herein.

3. 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:



ALAN WEBBER, MAYOR

DATE: Oct 15, 2020

CONTRACTOR:  
Immix Technology Inc

NAME

TITLE

DATE: \_\_\_\_\_  
CRS#03140957001

Registration # 20-227362

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/30/2020



CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

620,620/3600,530710

Org. Name/Org.#



Agreement as of the dates set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR  
620,620/3600,530710  
Org. Name/Org.#

CONTRACTOR:  
Immix Technology Inc

  
\_\_\_\_\_  
NAME Vaughn Harman

\_\_\_\_\_  
Sr. Director  
TITLE

DATE: July 17, 2020  
CRS#03140957001

Registration # 20-227362

# Sales Quotation

Manuel Gonzales  
CITY OF SANTA FE  
, PH: 505-231-1749  
mmgonzales@santafenm.gov

**Contract No.:** GS-35F-0265X  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

**Quote Number:** QUO-1129175-H9Y5C8  
**Quote Date:** 8/5/2020  
**Expiration Date:** 9/25/2020

**Order Address:**  
immixTechnology, Inc.  
8444 Westpark Drive, Suite 200  
McLean, VA 22102  
PH: 703-752-0610 FX: 703-752-0611

**immixTechnology, Inc.** Mohan, Vinu  
**Contact:** Vinu\_Mohan@immixgroup.com

**Manufacturer Quote #:**  
**Manufacturer Ref #:** 6105679

**Manufacturer Contact:** Kelly, Jennifer  
978-947-2843 jennifer.kelly@kronos.com

\*\*\*\*\*FUTURE YEARS PRICING FOR BUDGETING PURPOSE ONLY\*\*\*\*\*

BILLING: MONTHLY IN ARREARS

Group 1 = 30 days (6/01/20 - 6/30/20) = \$3,022.94 W/ TAX

Group 2 = "YEAR 1" (07/01/20 - 06/30/21) = \$35,636.74 W/ TAX

Group 3 = "YEAR 2" (07/01/21 - 06/30/22) = \$37,037.01 W/ TAX

Group 4 = "YEAR 3" (07/01/22 - 06/30/23) = \$38,530.63 W/ TAX

TOTAL = \$114,227.32 W/TAX

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	\$1.0800	\$199.80
Period of Performance: 6/1/2020 to 6/30/2020.							
2	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	\$4.9400	\$913.90
Period of Performance: 6/1/2020 to 6/30/2020.							
3	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	\$0.5500	\$101.75
Period of Performance: 6/1/2020 to 6/30/2020.							
4	HOSTING-69	GS-35F-0265X	XAAS	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month (ONE MONTH ONLY)** TRUSTED PRODUCT **	1	\$1,745.2000	\$1,745.20
Period of Performance: 6/1/2020 to 6/30/2021.							
<b>Group Total:</b>							<b>\$2,960.65</b>

# Sales Quotation

Continued

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
5	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$1.0300	\$2,286.60
Period of Performance: 7/1/2020 to 6/30/2021.							
6	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$13.7100	\$30,436.20
Period of Performance: 7/1/2020 to 6/30/2021.							
7	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$0.5300	\$1,176.60
Period of Performance: 7/1/2020 to 6/30/2021.							
<b>Group Total:</b>							<b>\$33,899.40</b>
8	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$1.0700	\$2,375.40
Period of Performance: 7/1/2021 to 6/30/2022.							
9	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$14.2500	\$31,635.00
Period of Performance: 7/1/2021 to 6/30/2022.							
10	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months) ** TRUSTED PRODUCT **	2220	\$0.5500	\$1,221.00
Period of Performance: 7/1/2021 to 6/30/2022.							
<b>Group Total:</b>							<b>\$35,231.40</b>
11	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$1.1200	\$2,486.40
Period of Performance: 7/1/2022 to 6/30/2023.							
12	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$14.8200	\$32,900.40
Period of Performance: 7/1/2022 to 6/30/2023.							
13	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	\$0.5700	\$1,265.40
Period of Performance: 7/1/2022 to 6/30/2023.							
<b>Group Total:</b>							<b>\$36,652.20</b>
<b>ANYTHING AS A SERVICE</b>							<b>\$108,743.65</b>
<b>Grand Total</b>							<b>\$108,743.65</b>

SID: 6105679  
POP: 06/01/2020 - 6/30/2023



Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:  
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

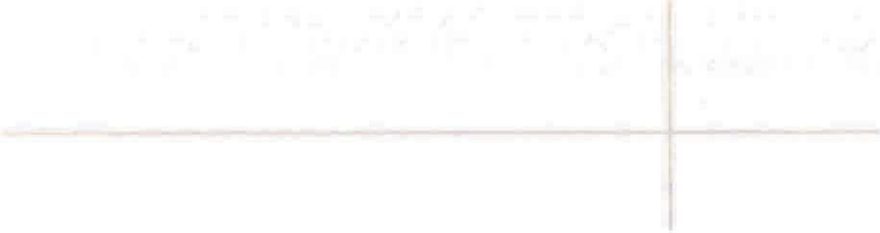
Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.  
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:  
[http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program\\_Guarantee-and-Warranty.pdf](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)

# immixTechnology, Inc.

a subsidiary of  immixGroup



*General Services Administration  
Federal Supply Service  
Multiple Award Schedule  
Authorized Federal Supply Schedule Pricelist  
GS-35F-0265X*

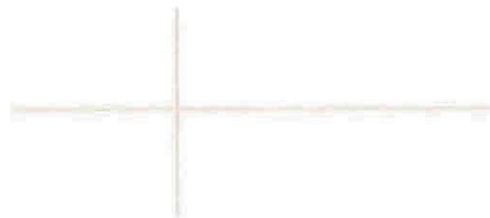
*Period Covered by Contract: March 3, 2011 through March 2, 2021.*

*Pricelist current through Modification #PO-2258 dated July 23, 2020.*



*Advantage!*<sup>®</sup>

[www.gsaadvantage.gov](http://www.gsaadvantage.gov)



ITEM # 20-0304

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**City of Santa Fe Contract  
Between IMMIX Technology and the City of Santa Fe**

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

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

- 1. **Definitions**
  - A. "Under the terms of the Agreement, Contractor has agreed to provide Kronos Time and Attendance software and services.
  - B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
  - C. "You" and "your" refers to (Immix Technology). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

- 2. **Scope of Services**
  - A. Kronos Software as a Service (SaaS) and Software Subscription Services 7/1/2020 – 6/30/2023 as described in Exhibit "I" attached hereto and incorporated herein. The relevant portions of GSA Contract #GS-35F-0265X, Terms and Conditions, and State Price Agreement are also attached hereto.

- 3. **Compensation**  
The City shall pay to 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>Price</u>
01 Subscription Services 7/1/2020 – 6/30/2023		\$383,516.62

The total compensation under this Agreement shall not exceed three hundred eighty three thousand five hundred sixteen dollars and fifty two cents (\$383,516.52) including applicable gross receipts taxes as described in quote number (QUO-1109691-G4M3P3) attached hereto and incorporated herein.

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 06/30/2023 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**

Aside from Kronos software and subscription services, the Contractor shall not subcontract any other 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 NEW 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, § 38-3-1 (G). 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**

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) the terms and conditions of GSA Contract number GS-35F-0265X; (2) the NM state price agreement; (3) this Agreement; (4) the Quote attached to this agreement.

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 to 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 of 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:

City of Santa Fe/IT Department  
P.O. Box 909  
Santa Fe, NM 87504-0909

To the Contractor:

IMMIX Technology, Inc.  
8444 Westpark Drive, Ste. 200  
McLean, VA 22102

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:

IMMIX Technology, Inc.  
8444 Westpark Drive, Ste. 200  
McLean, VA 22102

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.

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:

  
ALAN WEBBER, MAYOR

DATE: July 1, 2020

CONTRACTOR:  
IMMIXTECHNOLOGY, INC.

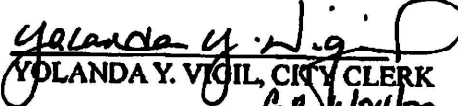
Vaughn Harman   
NAME

Sr. Director  
TITLE

DATE: June 4, 2020  
CRS# 03140957001

Registration # 20-227362

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
6/8 6/24/20

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Linn A. 2020 (6-11 HDT))

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

620, 6203600, 530710  
Org.Name/Org.#