



City of Santa Fe, New Mexico

Memorandum



Date: January 2, 2023

To: John Blair, City Manager
Emily K. Oster, Finance Director
Travis Dutton Leyda, Chief Procurement Officer

Via: GERALYN F. CARDENAS, Interim City Clerk *GF*

From: Xavier Vigil, Committee and Contracts Coordinator *XV*

Re: Request for Approval of a General Services Contract with CivicPlus

Item and Issue

Request for Approval of a General Services Contract with CivicPlus for Implementation and Use of the CivicClerk Agenda Management System to Replace the Current System in the Total Amount of \$42,627.67 excluding NMGR for a Term of One Year.

Background and Summary

The City Clerk's Office is requesting approval of a General Services Contract with CivicPlus to replace our current Agenda Management System. By switching to the CivicClerk Agenda Management System by CivicPlus, the City Clerk's Office will have more control on implementing processes and setting restrictions for City Staff to ensure that items moving forward are complete and accurate and submitted within set deadlines, the usability of the system will make it much easier to train City Staff on building agendas, packets and minutes, and the system will provide a more user-friendly experience to members of the public and the City of Santa Fe Governing Body.

Procurement Vehicle

NMSA 1978, Section 13-1-135 Cooperative Procurement. This Contract is issued against the SHI Master Agreement 2018011-02, established and maintained by Omnia Partners and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

Recommended Action

Approve the General Services Agreement with CivicPlus

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: CivicPlus, LLC

Procurement/contract Title: General Services Contract

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☒ Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: _____

Requesting Department: Community Engagement

Staff Name: Xavier Vigil

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Written Determination (srvs)

RFP - Confidential info to be provided to GB by CPD Buyer

ITB (include bid tab)

Other: _____

Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s, page, and items to be purchased)

Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)

Summary of Contract (only on contracts)

Current Santa Fe Business Registration (or Exemption if no tax)

Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)

Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)

Evaluation Committee Report (RFPs only)

Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email

>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

YES	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Quote(s) (3 Valid & Current for Over 20k)

BAR

FIR

Certificate of Insurance (srvs)

Xavier Vigil, Committee and Contracts Coordinator

Department Point of Contact

Geralyn Cardenas
Geralyn Cardenas (Jan 9, 2024 13:48 MST)

Department Director

Johann Lovato Montano

Chief Procurement Officer

Eric Candelaria
Eric Candelaria (Jan 17, 2024 15:01 MST)

ITT Representative

1/9/2024

Date

Jan 9, 2024

Date

Jan 11, 2024

Date

Jan 17, 2024

ITT Director

Title

Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: CivicPlus LLC

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☒ Exempt ☐ SWPA/Existing ☐

Description/Title: Implementation of a new Committee Agenda Management System

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon execution Term End Date: 1 year from execution Total Contract Amount: \$42,627.67

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: Cooperative Agreement

[Signature] Jan 18, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured through Omnia Partners

4. Funding Source: City Clerk - Service Contracts

Org / Object: 1000211.570850

Andy Hopkins Jan 18, 2024
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Xavier Vigil

Phone #: 505-955-6514

To be recorded by City Clerk: _____

Email: xivigil@santafenm.gov

Clerk # _____

Date of Execution: _____

Eric Candelaria, ITT Director

Eric Candelaria, ITT Director (Jan 18, 2024 09:08 MST)

Jan 18, 2024

ITT Representative (attesting that all information is reviewed)

Title

Date

VIGIL, XAVIER I.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, December 8, 2023 9:30 AM
To: VIGIL, XAVIER I.
Subject: RE: Determination for Omnia/Civic Clerk Contract

Hi, the scope is general services.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: VIGIL, XAVIER I. <xivigil@santafenm.gov>
Sent: Friday, December 8, 2023 8:55 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination for Omnia/Civic Clerk Contract
Importance: High

Hi Travis, can I get a determination for the Omnia/CivicPlus Contract? I need it so I can submit to the Attorney's Office for signature.



CITY OF SANTA FE

Xavier (ex-ay-vier) Vigil
Committee and Contracts Coordinator
City Clerk's Office
Community Engagement Department

(505) 955-6514

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Software - CivicClerk

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **CivicPlus** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Central Time.

2. **Scope of Work**

- A. The Contractor shall perform the following work:

The following Scope of Work outlines the services to be provided to the City of Santa Fe as part of the CivicClerk and related services. These services will be delivered by CivicPlus through SHI, under the Omnia Partners Master Contract #: 2018011-02.

In facilitating the City of Santa Fe's transition from the current application (PrimeGov) to CivicClerk, the Vendor (CivicPlus) will provide comprehensive support to ensure a smooth and effective migration. This transition assistance is a critical component of the overall services outlined in the Scope of Work.

Assessment and Planning:

- Conduct a thorough assessment of the existing PrimeGov system to understand data structures, configurations, and functionalities.
- Collaborate with City of Santa Fe stakeholders to identify specific requirements, preferences, and objectives for the transition.
- Develop a detailed transition plan, including timelines, milestones, and responsibilities, in coordination with relevant City staff.

Data Migration:

- Work closely with the City's IT team to develop a data migration strategy that ensures the seamless transfer of relevant information from PrimeGov to CivicClerk.
- Execute data migration tasks in a phased approach, validating and verifying data integrity at each step.
- Provide necessary support and guidance to City staff involved in data extraction and migration.

Training and Familiarization:

- Design and conduct training sessions tailored to City of Santa Fe staff, focusing on the functionalities and features of CivicClerk.
- Address specific concerns and questions related to the transition process.
- Provide documentation and resources to aid City staff in becoming proficient with CivicClerk.

System Configuration and Customization:

- Configure CivicClerk to align with the unique needs and preferences identified during the assessment phase.
- Customize the solution to mirror or enhance features present in the current PrimeGov system, ensuring a familiar and user-friendly experience for City staff.

Continuous Support:

- Establish a dedicated support channel to address any issues or concerns that may arise during the transition period.
- Offer responsive assistance to City staff, addressing queries promptly and providing additional training or clarification as needed.

Communication and Stakeholder Engagement:

- Develop a communication plan to keep all relevant stakeholders informed about the transition progress.
- Engage with City staff, management, and other stakeholders to ensure transparency and collaboration throughout the process.
- Conduct periodic review meetings to assess the effectiveness of the transition and make any necessary adjustments.

Documentation and Knowledge Transfer:

- Create comprehensive documentation detailing the configuration, settings, and processes implemented in CivicClerk.
- Facilitate knowledge transfer sessions to empower City of Santa Fe staff in maintaining and optimizing CivicClerk post-implementation.

Maintenance and Management:

Ensure ongoing maintenance and management of the CivicClerk solution for optimal performance.

Meetings Covered

The CivicClerk solution will be utilized for all applicable City of Santa Fe meetings, including:

- Committee Meetings
- Governing Body Meetings
- Board Meetings
- Hearings

3. **Compensation**

The City shall pay to the Contractor the amounts listed in Exhibit A in the manner described therein in consideration of the items listed in Exhibit.

The total compensation under this Contract shall not exceed \$42,627.67 excluding GRT.

4. **Payment Provisions**

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

- A. Acceptance - 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 certification. 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate one (1) **year from date of final signature**. The Parties may choose to renew this contract through an amendment pursuant to Section 8 below. In no event shall the term exceed a total of ten (10) years in accordance with NMSA 1978, Sections 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**. Either Party may terminate this Contract for convenience or cause upon 60 days' written notice. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body.

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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

8. Amendment

A. This Contract 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 Contract 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 Contract, 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City. Such prior written approval shall not be unreasonably withheld.

11. Subcontracting

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

12. Non-Collusion

In signing this Contract, 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. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract 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.

14. **Condition of Proposed Items**

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

15. **Records and Audit**

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

18. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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.

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. 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 Contract, will continue to comply with, and that this Contract 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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

20. **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.

21. **Scope of Contract; Merger**

This Contract 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 contract. This Contract is issued against the SHI Master Agreement 2018011-02, established and maintained by Omnia Partners and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

22. **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.

23. **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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any third party claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the willful misconduct or negligent 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.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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 Contract, 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 Contract.

27. **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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

In the event of a dispute under this Contract, 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 Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) Contractor's Statement of Work Q-56867-1, attached and incorporated as Exhibit A.

29. **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 Contract may be terminated by the City.

30. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

31. **Impracticality of Performance**

A party shall be excused from performance under this Contract 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.

32. **Invalid Term or Condition**

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

33. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

34. **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 Contract 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 Contract, 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.

35. **Survival**

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

36. **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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

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 Contract. 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.

37. **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 Contract.

38. **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 City Clerk's Office

200 Lincoln Avenue, Room 215

Santa Fe, NM 87501

To the Contractor:

CivicPlus

302 South 4th Street, Suite 500

Manhattan, Kansas 66502

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:

CivicPlus

302 South 4th Street, Suite 500

Manhattan, Kansas 66502

39. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

CivicPlus

John Blair
John Blair (Jan 22, 2024 11:48 EST)
JOHN BLAIR, CITY MANAGER

Amy Kander
NAME

DATE: Jan 22, 2024

Senior VP of Customer Success
TITLE

DATE: 12/28/2023
CRS#

Registration # 5862523

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Jan 24, 2024 09:53 MST)
CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 2, 2024 09:06 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 20, 2024 09:20 MST)
FINANCE DIRECTOR

1000211.570850 AH
AH
Org.Name/Org.#

EXHIBIT A



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Date:

Expires On:

Statement of Work

Q-56867-1

11/8/2023 1:35 PM

1/31/2024

Client:

SANTA FE, NEW MEXICO

Bill To:

SANTA FE, NEW MEXICO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond		gabriel.bond@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee - Custom	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Agenda & Meeting Management Select Ultimate Implementation Package	Ultimate Implementation Package – Unlimited users and storage. Implementation Team will build up to 20 boards for you but the system has capacity for unlimited boards.	
1.00	CivicClerk Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Ultimate Configuration	CivicClerk Ultimate Configuration	One-time
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Live Meeting Manager Annual Fee - Custom	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time
1.00	Boards and Committees Applications Annual Fee – Process Automation	Boards and Committees Applications Annual Fee – Process Automation: 20 Standard Boards	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Boards and Committees Applications Setup Fee – Process Automation	Boards and Committees Applications Setup Fee – Process Automation: 20 Standard Boards	One-time
1.00	CivicClerk Boards and Committees Module	CivicClerk Boards and Committees Module	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

Total Investment - Initial Term	USD 42,627.67
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Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2, if renewed

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CITY OF SANTA FE GENERAL SERVICES CONTRACT for CivicClerk; the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By:

Layla Archuleta-Maestas

Layla Archuleta-Maestas (Jan 24, 2024 09:26 MST)

Name:

John Blair, City Manager

Title:

Jan 24, 2024

Date:

City of Santa Fe

Organization Legal Name

Erika Quintana

Billing Contact:

Administrative Manager

Title:

505-955-6326

Billing Phone Number:

efquintana@santafenm.gov

Billing Email:

200 Lincoln Avenue

Billing Address:

Santa Fe, NM 87501

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By:

Amy Vikander

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

12/28/2023



Pricing Proposal
 Quotation #: 24211962
 Created On: 11/24/2023
 Valid Until: 12/31/2023

NM-County of Santa Fe

Edward Duran

PO Box 276
 Accounts Payable
 Santa Fe, NM 87504
 United States
 Phone: (505) 955-5526
 Fax:
 Email: ejduran@santafenm.gov

Inside Account Manager

James Tagliaferro

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-527-6389 EXT 555XXXX
 Fax:
 Email: james_tagliaferro@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CivicClerk Annual Fee - Custom CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$9,508.48	\$9,508.48
2	Agenda & Meeting Management Select Ultimate Implementation Package CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$0.00	\$0.00
3	CivicClerk Virtual Consulting (Half Day Block) CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time Fee	1	\$1,096.47	\$1,096.47
4	CivicClerk Ultimate Configuration CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time Fee	1	\$3,289.42	\$3,289.42
5	CivicClerk Virtual Training (Half Day Block) CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time Fee	2	\$822.36	\$1,644.72
6	CivicClerk Custom Template Design CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time Fee	1	\$479.71	\$479.71

7	CivicClerk Media Implementation CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time Fee	1	\$1,199.27	\$1,199.27
8	CivicClerk Media Annual Fee CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$4,281.39	\$4,281.39
9	Live Meeting Manager Annual Fee - Custom CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$6,345.25	\$6,345.25
10	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4) CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time fee	1	\$2,998.17	\$2,998.17
11	Boards and Committees Applications Annual Fee – Process Automation CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$3,854.79	\$3,854.79
12	Boards and Committees Applications Setup Fee – Process Automation CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: One Time fee	1	\$1,142.16	\$1,142.16
13	CivicClerk Boards and Committees Module CivicPlus - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Renewable	1	\$3,561.83	\$3,561.83

Subtotal \$39,401.66

*Tax \$3,226.01

Total \$42,627.67

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

**Field Account Executive: Suzanna Montoya-Robles - Phone: 505-403-7673 Email: suzanna_montoya-robles@shi.com

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

APPENDIX A - CONTRACT AND OFFER

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of June 28, 2022 by and between SHI Government Solutions ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent to renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

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- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

CONTRACT

- sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
 - 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
 - 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
 - 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
 - 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
 - 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
 - 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
 - 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

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- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SHI Government Solutions

Address 3828 Pecana Trail

City/State/Zip Austin, TX 78749

Telephone No. (800) 870-6079

Email Address Stacie_Becker@SHI.com

Printed Name Stacie Becker

Title Proposal Manager

Authorized signature *Dan Calabrese*

Dan Calabrese on behalf of Stacie Becker

Accepted by Region 4 ESC:

Contract No. R220804

Initial Contract Term October 1, 2022 to September 30, 2025

Carmen I. Moreno
Region 4 ESC Authorized Board Member

6/28/2022
Date

Carmen I. Moreno
Print Name

Laverie Wise
Region 4 ESC Authorized Board Member

6/28/2022
Date

Laverie Wise
Print Name



City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

BUSINESS REGISTRATION

Business Name: CivicPlus, LLC
DBA: CivicPlus, LLC

Business Location: 302 S 4th ST STE 500
Manhattan, KS 66502

Owner:

License Number: 236130

Issued Date: January 02, 2024

Expiration Date: January 02, 2025

CRS Number: 03638833005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

CivicPlus, LLC

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/18/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED CivicPlus, LLC and its direct and indirect subsidiaries 302 S. 4th Street Suite 500 Manhattan, KS 66502	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>American Casualty Company of Reading Penns</td><td>20427</td></tr><tr><td>INSURER B:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER C:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td>Endurance American Specialty Insurance Com</td><td>41718</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Casualty Company of Reading Penns	20427	INSURER B:	National Fire Insurance Company of Hartford	20478	INSURER C:	Continental Insurance Company	35289	INSURER D:	Endurance American Specialty Insurance Com	41718	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W28996863**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:	Y	Y	7037146004	05/17/2023	05/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7037146018	05/17/2023	05/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7037145998	05/17/2023	05/17/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	7037146021	05/17/2023	05/17/2024	<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
D	Cyber/Tech E&O			PRO30018745601	04/30/2023	04/30/2024	Limit: \$5,000,000 Deductible: \$100,000

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

This Voids and Replaces Previously Issued Certificate Dated 05/15/2023 WITH ID: W28971349.

Umbrella/Excess Liability follows form.

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe, City Clerk's Office PO Box 909 Santa Fe, NM 87504	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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ACORD 25 (2016/03)

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SR ID: 24158763

BATCH: 2980777

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED CivicPlus, LLC and its direct and indirect subsidiaries 302 S. 4th Street Suite 500 Manhattan, KS 66502
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

CM CLERK CivicPlus RE-1

Interim Agreement Report










2024-01-22

Created:	2024-01-18
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAz46PkZg4CmlexP3M-u8KfYJ8V6PdQCA

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"CM CLERK CivicPlus RE-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2024-01-18 - 3:49:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to edcandaleria@santafenm.gov for signature
2024-01-18 - 3:55:41 PM GMT
-  Email viewed by edcandaleria@santafenm.gov
2024-01-18 - 4:07:20 PM GMT- IP address: 104.47.65.254
-  Signer edcandaleria@santafenm.gov entered name at signing as Eric Candelaria, ITT Director
2024-01-18 - 4:08:16 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Eric Candelaria, ITT Director (edcandaleria@santafenm.gov)
Signature Date: 2024-01-18 - 4:08:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2024-01-18 - 4:08:21 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2024-01-18 - 7:21:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2024-01-18 - 7:21:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-01-18 - 7:21:49 PM GMT

 Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2024-01-18 - 7:32:20 PM GMT- IP address: 63.232.20.2

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2024-01-18 - 7:34:59 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2024-01-18 - 7:35:02 PM GMT

 Email viewed by ekoster@santafenm.gov

2024-01-20 - 4:17:32 PM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2024-01-20 - 4:20:17 PM GMT- IP address: 69.254.154.77

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

Signature Date: 2024-01-20 - 4:20:19 PM GMT - Time Source: server- IP address: 69.254.154.77

 Document emailed to jwblair@santafenm.gov for signature

2024-01-20 - 4:20:21 PM GMT

 Email viewed by jwblair@santafenm.gov

2024-01-22 - 4:29:26 PM GMT- IP address: 104.47.64.254