

City	of	Santa	Fe,	New	Mexi	ico
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DATE:	May 9, 2024
ТО:	John Blair, City Manager
VIA:	Emily Oster, Finance Department Director 🕫 Travis Dutton-Leyda, Accord Chief Procurement Officer Eric Candelaria, ITT Department Director 玱
FROM:	Michelle A. Gurule, Contracts Administrator \mathcal{M}

ITEM AND ISSUE:

ITT Request for the Approval of Professional Services Agreement Allegis Group/TEKSystems. for EUS Temporary Technicians in the Total Amount of \$92,262.30. Multimedia Services for 12 months; (TEKSystems); (EJ Duran, <u>ejduran@santafenm.gov</u> 505-955-5526).

BACKGROUND AND SUMMARY:

Services for City Special Events. Assist staff with the live and taped projects including assisting with Governing Body meetings. Provide support for desktop, mobile phones, voice systems, and audio-visual technologies. Assist with radio installation and Public Safety programming.

PROCUREMENT METHOD:

The procurement method is the State of New Mexico General Services Department State Price Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204719.

FUNDING SOURCE:

The funding source is: **Fund Name/Number**: ERP/Fund 325 **Munis Org Name/Number:** ITT Enterprise Resource Planning/3253950 **Munis Object Name/Number:** Other Consulting/510340 *AJH*

ACTION REQUESTED: ITT respectfully requests your review and approval.

It<u>em #: 24-0440</u> Munis Contract #: <u>3204719</u> SWPA/GSA/Coop/RFP/ITB#: <u>30-00000-23-00080DE</u>

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and TEKsystems Global Services, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- Production Support to the Multimedia Office for City Hall Live weekly show and other City Special Events.
- Produce special video projects for the City of Santa Fe, mainly for City Hall Live.
- Assist Multimedia staff with video live and taped projects.
- Accepts Service Desk calls and reports from staff regarding problems, technical requests, and other service-related matters.
- Creates all requests with thorough, complete, correct, and concise documentation in the ITT Service Desk system and assigns to applicable problem to the corresponding technicians.
- Assesses urgency of issues, prioritizes, and takes appropriate steps toward resolution or escalation.
- Images and builds desktop personal computers, laptops, and other personal computing devices.
- Provides support for desktop, mobile phones and voice systems.
- Provides support for audio visual technologies and systems for multiple platforms, departments, and city locations.
- Provides support for mobile device technologies and platforms.
- Provides support for printing and scanning equipment, including print servers, print queues and toner installation.
- Performs troubleshooting tasks for Windows and Apple platforms as necessary and resolves issues within the scope of responsibility.
- Develops and maintains triage documentation.

- Monitors Service Desk incident tickets to ensure issues are being addressed on schedule and end users are informed of status.
- Provides proactive communication and notification to end users of pending or upcoming problems, outrages, and other service issues.
- Provides friendly and courteous service to all users. Ensures all tasks are performed with a high level of quality and customer service.
- Shares knowledge with co-workers and users where applicable. Creates correct and concise documentation of all service calls for ticketing system.
- Unloads and loads computer equipment from semi-trailers and cargo hauling vehicles.

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Service Category 5 End User Support Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of forty-one dollars (\$41.00), such compensation not to exceed ninety-two thousand two hundred sixty-two dollars and thirty cents (\$92,262.30), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling six thousand nine hundred eighty-two dollars and thirty cents (\$6,982.30) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (\$92,262.30). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. A "fiscal year" is a 12-month period starting July 1 and ending June 30.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City

no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. <u>Term</u>

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **12 months from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. <u>Termination</u>

A. Grounds. The City may terminate this Agreement for convenience or cause. 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. 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) 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 6, "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. <u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE</u> <u>THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S</u> DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Contract 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 Governing Body, this Contract shall terminate immediately 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.

7. <u>Status of Contractor</u>

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. 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.

9. 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.

10. <u>Release</u>

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. 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 the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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.

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 Article 13 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 Article 13 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 Article 13 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.

14. <u>Amendment</u>

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 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 Article 5 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, #30-00000-23-00080DE State of New Mexico Statewide Price Agreement, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

19. <u>Applicable Law</u>

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, section 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.

20. 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.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other 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 a 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 and 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 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.

D. 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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. 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.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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. 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.

27. 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.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

City of Santa Fe 1600 St. Michaels Dr. Build #24 Mouton Hall Santa Fe, NM 87501

To the Contractor: TEKsystems Global Services, LLC 2155 Louisiana NE Suite 4100 Albuquerque, NM 87110

29. <u>Authority</u>

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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:

John Blair

TEKsystems Global Services, LLC :

Elinam Renner

NAME: Elinam Renner

DATE: May 22, 2024

JOHN BLAIR, CITY MANAGER

TITLE: Regional Controller-Contracts

DATE: April 17, 2024 CRS#: _____

Registration #:

ATTEST:

1855855

GERALYN CARDENAS, INTERIM CITY CLERK χ/ν

CITY ATTORNEY'S OFFICE: Frank & Krybali May 9, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR ITT Infrastructure Svcs – 6203650.510310 Org. Name/Org#:



State of New Mexico General Services Department

Statewide Contract Cover Page

Awarded Vendor: 000019969 TEKsystems, Inc. P.O. Box 198568 Atlanta GA 30384-8568

Contact: <u>Sam Dickey, Eli Renner</u> Email: <u>sdickey@TEKsystems.com</u> <u>erenner@teksystems.com</u> Telephone No.: (<u>505) 872-6317 M: (505) 453-7195</u> (888)519-0076

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested at Time of Order

For questions regarding this contract please contact: Shawn Elkins- (505) 629-2297

Title: Information Technology Professional Services

Term: February 9, 2024 thru February 8, 2028

Awarded Categories:

TEKsystems Inc.

- 1 Application Support and Development Services
- 2 IT Project Management, Planning, & Analysis Services
- 3 Database Management Services and Business Intelligence
- 5 End User Support Services
- **6** Systems Administration Services
- 7 Network Services
- 8 IT Security Services
- 13 IT Business and Process Consulting Services

This attached Contract is made subject to the "terms and conditions" as indicated.

Contract Number: <u>30-00000-23-00080DE</u>

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Procurement Specialist: Raelynn Lujan RL

Telephone No.: (505) 670-1561

Email: raelynn.lujan@gsd.nm.gov

STATE OF NEW MEXICO

General Services Department, State Purchasing Division Information Technology Agreement

STATEWIDE PRICE AGREEMENT NO. 30-00000-23-00080DE

This Information Technology Professional Services Statewide Price Agreement ("SWPA") is made by and between the State of New Mexico, **General Services Department, State Purchasing Division,** and **TEKsystems Global Service LLC,** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq;* and Procurement Code Regulations, NMAC 1.4.1 *et.seq;* Contractor has held itself out as expert in providing the Information Technology Professional Services ("ITPS") identified in the Scope of Work contained herein, and the General Services Department has selected the Contractor as an offeror advantageous to the State of New Mexico for providing such services; and

WHEREAS, all terms and conditions of the **30-00000-23-00080DE** IT Professional Services Request for Proposals and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "<u>Acceptance</u>" or "<u>Accepted</u>" mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Entity.

B. "<u>Application Deployment Package</u>" means the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "<u>Business Days</u>" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "<u>Change Requ</u>est" means a request to modify an express provision of a Professional Services Agreement entered pursuant to this SWPA, including a request to amend any such Agreement.

E. "<u>Chief Information Officer (CIO)</u>" means the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico, or the CIO of a Procuring Entity, or the Designated Representative of a CIO.

F. "<u>Confidential Information</u>" means any information that is not subject to inspection under the Inspection of Public Records Act.

G. "<u>Contract</u>" means any agreement for the procurement of items of tangible personal property, services or construction.

H. "<u>Contractor</u>" means any entity that has a contract with a Procuring Entity.

I. "<u>Contractor Intellectual Property</u>" means any and all proprietary information owned by, licensed to or created by a Contractor, other than Procuring Entity Intellectual Property.

J. "<u>Contract Manager</u>" means a Qualified person from the Procuring Entity responsible for all aspects of the financial administration of a Professional Services Agreement. The same person may serve as the Contract Manager and the Executive Level Representative.

K. "<u>Default</u>" or "<u>Breach</u>" means a failure to perform an obligation owed under this this SWPA, or under a Professional Services Agreement entered pursuant to this SWPA, or preventing another Party's performance of its obligations under either agreement.

L. "<u>Deliverable</u>" means any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work in a Professional Services Agreement.

M. "<u>Designated Representative</u>" means a substitute(s) for a title or role, when the primary is not available.

N. "<u>Desirable</u>" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

O. "<u>Determination</u>" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

P. "<u>DoIT</u>" means the Department of Information Technology.

Q. "<u>Enhancement</u>" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to a device, code, software, application or program, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

R. "<u>Escrow</u>" means holding any property or instructions by a third-party agent, pursuant to the terms and conditions of an escrow agreement that specifies contingencies that trigger actions by the escrow agent.

S. "<u>Executive Level Representative or ELR</u>" means the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity's executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.

T. "<u>GRT</u>" means New Mexico gross receipts tax.

U. "<u>Hosting</u>" means providing data storage, transfer and retrieval processes, and also includes all services relating to ongoing operation and maintenance of a data storage, transfer and retrieval system. Hosting also refers to Software as a Service (SaaS) and similar solutions. "Hosting" does not mean professional services relating to the design or implementation of a "Hosting" solution.

V. "<u>Independent Verification and Validation (IV&V)</u>" means the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Entity.

W. "<u>IT</u>" means Information Technology.

X. "<u>Know How</u>" means all tangible and intangible property or information including, but not limited to, all equipment, devices, documents, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the

enablement of any Procuring Entity Intellectual Property or Deliverable under a Professional Services Agreement.

Y. "<u>Payment Invoice</u>" means a Contractor's request for payment of Services issued in compliance with Article 3 of this Agreement.

Z. "<u>Price Agreement (SWPA)</u>" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a Professional Services Agreement, if the ordered services are within the scope of work and quantity limitations of the Price Agreement.

AA. "<u>Procuring Entity</u>" means any eligible user who enters into a Professional Services Agreement to procure services offered under this SWPA.

BB. "<u>Procuring Entity Intellectual Property</u>" means any-and-all proprietary information, confidential information, or Know How owned by, licensed to, or created for a Procuring Entity.

CC. "<u>Professional Services Agreement (PSA)</u>" means contracts used to procure specific professional services or deliverables off of a SWPA, as provided in Article 2(B).

DD. "<u>Project</u>" means a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

EE. "<u>Project Manager</u>" means a Qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to close.

FF. "<u>Qualified</u>" means demonstrated experience performing specified Professional Services.

GG. "<u>Quality Assurance</u>" means a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

HH. "<u>Services</u>" means the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

II. "<u>Staff Augmentation</u>" or "<u>Staff Aug</u>" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific ITPS.

JJ. "<u>State Purchasing Agent (SPA)</u>" means the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

KK. "<u>State Purchasing Division (SPD)</u>" means the State Purchasing Division of the General Services Department for the State of New Mexico.

LL. "<u>Software</u>" means all operating system and application software used by the Contractor to provide the Services under this Agreement.

MM. "<u>Operation and Maintenance</u>" means the set of activities which ensure consistent implementation of the originally Accepted (baseline) product set, or that result in corrections, insertions, deletions, extensions, and Enhancements to the baseline system to ensure promised functionality.

NN. "<u>Source Code</u>" means the human-readable programming instructions organized into sets of files which represent the business logic for an application.

OO. "<u>Turnover Plan</u>" means the written plan developed by the Contractor and approved by the Procuring entity in the event that the work described in this Agreement transfers to another vendor or the Procuring Entity.

PP. "<u>Unit Rate</u>" means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

Additional Definitions Specific to IT Professional Services:

1. "<u>Experience Level</u>" means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:

- a. Junior level is (between) 1 4 years;
- b. Mid-level is (more than) 4 years and (less than) 7 years; or
- c. Senior level is (more than) 7 years.

2. "<u>Funding Commitment Achieved</u>" means the Federal E-Rate funding achieved for the customer.

3. "<u>IT Professional Services (ITPS)</u>" mean the IT Professional Service Categories defined in Article 26, excluding:

- a. Any form of tangible personal property,
- b. Equipment,
- c. Hardware,
- d. Software, Licensed software,
- e. Website software tools, hosting or internet access,

f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,

g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.

4. "<u>IT Professional Services Categories</u>" means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.

- 5. "<u>Key Staff</u>" means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
- 6. "<u>Local Area Network (LAN)</u>" means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
- 7. "<u>Maximum Hourly Rate</u>" means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
- 8. "<u>Public School Capital Outlay Council (PSCOC)</u>" means the body with responsibility to approve allocations for public school capital outlay assistance.
- 9. "<u>Public School Facilities Authority (PSFA)</u>" means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
- 10. "<u>Qualified Personnel</u>" means employees or subcontractors employed by the Contractor who,

by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

- 11. <u>"Staff Augmentation" or "Staff Aug</u>" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
- 12. "<u>Subscription Service</u>s" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

ARTICLE 2 – SCOPE OF WORK

A. <u>SWPA Scope of Work</u>. The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

B. <u>PSA Scope of Work.</u> Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

- 1. Professional Services Agreement (PSA) for Non-Staff Augmentation
- 2. Professional Services Agreement (PSA) for Staff Augmentation

C. <u>Performance Measures.</u> The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

D. <u>Schedule</u>. The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

E. <u>Subscription Service</u>. If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

- **F.** <u>Procuring Entity IP Rights.</u>
 - 1. <u>Rights to Software</u>. The Procuring Entity will own all rights, title, and interest in

and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. <u>Proprietary Rights.</u> The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. <u>Rights to Data</u>. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

ARTICLE 3 – COMPENSATION

A. <u>Basis of Compensation</u>. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. <u>Maximum Compensation.</u> Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. <u>Invoicing.</u> Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

D. <u>Taxes</u>. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

E. <u>Retainage</u>. A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

F. Rate Changes.

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

ARTICLE 4 – ACCEPTANCE

A. <u>Acceptance.</u> In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

or release of retainage shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

- 1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
- 2. Complies with the terms and conditions of the SWPA and PSA.
- 3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
- 4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
- 5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

B. Rejection. Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement.

The Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

19) Business Intelligence: Reporting, online analytical processing, analytics, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, machine learning/predictive analytics, and prescriptive analytics.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications							
Junior-Level Mandatory Qualifications							
Degree Level	Not Applicable.						
Relevant Experience	(Between) 1 – 4 years of experience as described above; or						
	Mid-Level Mandatory Qualifications						
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.						
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or						
	Senior-Level Mandatory Qualifications						
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.						
Senior-level	(More than) 7 years of experience as described above.						
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above							
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field						

5. End User Support Services

Brief Description of Services: Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

Expected typical skills in, knowledge about, and experience with may include:

- 1) PC and desktop hardware;
- 2) PC internal components;
- 3) Hands-on hardware troubleshooting;
- 4) Equipment support;
- 5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
- 6) Ability to conduct research into PC issues and products as required;
- 7) Issue/ticket tracking systems; or

8) Demonstrated customer service and strong communication skills.

Table 1:								
Qualified Personnel/Staff Minimum Mandatory Qualifications								
Junior-Level Minimum Mandatory Qualifications								
Degree Level	Not Applicable							
Relevant Experience	(Between) 1 – 4 years of experience as described above; or							
	Mid-Level Minimum Mandatory Qualifications							
Degree Level	Not Applicable							
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or							
	Senior-Level Minimum Mandatory Qualifications							
Degree Level	Not Applicable							
Relevant Experience	(More than) 7 years of experience as described above.							
Optional/Desi	irable Requirements: Does NOT replace the Mandatory Qualifications above							
Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as							
Professional	Computer Engineering, Information Systems.							
	CompTIA A+ Certification,							
Certifications, any	CompTIA Network+ Certification,							
one	CompTIA Security+ Certification,							
	MCSA: Windows 10,							
	MCSE: Desktop Infrastructure.							

6. Systems Administration Services

Brief Description of Services: Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

Expected typical skills in, knowledge about, and experience with may include:

- 1) Standard system administrator tools and processes;
- 2) Networking/distributed computing environment concepts;
- 3) Providing general system administration and maintenance activities including backup;
- 4) Ability to write scripts in a particular administrative language;
- 5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
- 6) Developing plans for disaster recovery, backup, archiving, and retrieval;
- 7) Understand the business application of technical support and design in an application development environment; or
- 8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

ARTICLE 29 – GENERAL PROVISIONS

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. <u>Civil and Criminal Penalties.</u> 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 illegal bribes, gratuities and kickbacks.

2. <u>Equal Opportunity Compliance.</u> The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, 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 othe1wise 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.

3. <u>Nondiscrimination</u>. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

4. <u>Workers Compensation.</u> 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 Procuring Entity.

5. <u>Applicable Law</u>. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a <u>PSA</u> from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. <u>Waiver.</u> 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 expressed and in writing, and no effective waiver by a party of any of its rights

shall be effective to waive any other rights.

7. <u>Headings.</u> Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

8. <u>Background Check.</u> Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. <u>Work Location</u>. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

ARTICLE 30 – SURVIVAL

Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

ARTICLE 31 – CALCULATION OF TIME

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 33 – ADDITIONAL PROVISIONS

1. <u>Administrative Reporting.</u>

The Contractor agrees to provide a Utilization Report to SPD in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period <u>subtotaled by Procuring Entity</u> <u>name</u>. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: <u>GSD.QuarterlyUsageR@gsd.nm.gov</u>

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Eli Kenner

Date: 2/6/2024

Eli Renner **TEKsystems Global Service LLC**

Approved for legal sufficiency:

Date: 2/6/2024

By: <u>kyle Duffy</u> Kyle Duffy, Deputy General Counsel Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

Date: 2/6/2024

By: Eve Banner, Chief Financial Officer New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: 02-395509-000

Date: 2/6/2024

By: <u>Inn Marie Inurs</u> Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

Ву:

Date: 2/6/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

rendmin By: C

State Purchasing Agent State Purchasing Division

Date:^{2/6/2024} Effective 2/9/24

This Contract was signed on behalf of the State Purchasing Agent

EXHIBIT A – UNIT RATE PRICE SHEET

T		Unit Rate Type (e.g. \$	Maximum Unit Rate (\$) for the IT Professional Service Category Experience Level							
IT Professional Service		per-hour, \$ per-device, \$ per-user, \$ per- license, \$ per-event)*		ONSITE			OFFSITE			
Category No.			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level		
1	Application Support and Development Services	Per-Hour	87	110	135	87	140	185		
2	IT Project Management, Planning, & Analysis Services	Per-Hour	90	110	135	90	110	140		
3	Database Management Services and Business Intelligence	Per-Hour	97	117	150	97	130	150		
4	Geospatial Technological Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
5	End User Support Services	Per-Hour	40	45	50	40	60	70		
6	Systems Administration Services	Per-Hour	75	100	115	75	100	150		
7	Network Services	Per-Hour	75	100	115	75	100	150		
8	IT Security Services	Per-Hour	90	100	115	90	100	150		
9	Independent Verification and Validation Service	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
10	Computer Aided Design	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
11	IT Research and Advisory Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
11	IT Research and Advisory Services as a Subscription Service		Complete APPENDIX E-1							
12	**IT Training Services			<u>Complete /</u>	APPENDIX E-2					
13	IT Business and Process Consulting Services	Per-Hour	140	160	190	140	160	175		
14	Marketing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
15	E-Rate Consulting Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
16	IT Professional Proposal and/or Grant Writing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
17	Electronic Content Management (ECM) Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		
18	Data Conversion Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a		

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: TekSystems

Procurement/contract Title: NM GSA #30-00000-23-000880DE expires 02/08/28
Procurement Method: Sole Source State Price Agreement/Existing Cooperative
□Request For Proposals(RFP) □Invitation To Bid (ITB) □Exempt: <u>13-1-98</u>
□Small Purchase (Contract Under \$60,000) □Other:

Requesting Department: ITT Staff Name: Michelle A. Gurule

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

Image: Second State Sta	YES	N/A		YES N/A		
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ITT RepresentativeTitleDate				_	Title	Date

TAPIA, DAVID C.

From: Sent: To: Subject: Matt Loehman <mloehman@horizonsofnewmexico.org> Thursday, May 9, 2024 11:14 AM TAPIA, DAVID C. Re: First Right of Refusal Offer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman Executive Director

Horizons of New Mexico 6121 Indian School Rd. NE, Suite 102 Albuquerque, NM 87110

office phone: (505) 345-1540 email: <u>mloehman@horizonsofnewmexico.org</u> web: <u>www.horizonsofnewmexico.org</u>

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, May 9, 2024 at 10:23 AM TAPIA, DAVID C. < dctapia2@santafenm.gov > wrote:

Good Morning,

The City of Santa Fe ITT Department is offering Horizons of NM the first right of refusal for the attached quote and SOW below.

A. The Contractor shall provide the following services for the

1. Production Support to the Multimedia Office for City Hall Live weekly show and other City Special Events.

2. Produce special video projects for the city of Santa Fe, mainly for City Hall Live.

3. Assist Multimedia staff with video live and taped projects.

4. Accepts Service Desk calls and reports from staff regarding problems, technical requests, and other service-related matters.

5. Creates all requests with thorough, complete, correct, and concise documentation in the ITT Service Desk system and assigns to applicable problem to the corresponding technicians.

6. Assesses urgency of issues, prioritizes, and takes appropriate steps toward resolution or escalation.

7. Images and builds desktop personal computers, laptops, and other personal computing devices.

8. Provides support for desktop, mobile phones and voice systems.

9. Provides support for audio visual technologies and systems for multiple platforms, departments, and city locations.

10. Provides support for mobile device technologies and platforms.

11. Provides support for printing and scanning equipment, including print servers, print queues and toner installation.

12. Performs troubleshooting tasks for Windows and apple platforms as necessary and resolves issues within the scope of responsibility.

13. Develops and maintain triage documentation.

14. Monitors Service Desk incident tickets to ensure issues are being addressed on schedule and end users are informed of status.

15. Provides proactive communication and notification to end users of pending or upcoming problems, outages, and other service issues.

16. Provides friendly and courteous service to all users. Ensures all tasks are performed with a high level of quality and customer service.

17. Shares knowledge with co-workers and users where applicable. Creates correct and concise documentation of all service call for ticketing system.

18. Unloads and loads computer equipment from simi-trailers and cargo hauling vehicles.

Respectfully,

David C. Tapia

ITT Procurement Coordinator

dctapia@santafenm.gov

505-955-5523



CoSF Version 3 06.14.23

Summary of Contract, Agreement, Ame	a Fe endment & Lease
All applicable fields to be completed by department (complete 1.b or	nly if you are processing an amendment):
1.a Munis Contract: <u>3204719</u> Procurement # (RFP/	ITB# If any):
Contractor:_TEKSystems	
Procurement Method: Small Purchase RFP ITB Sole Source	GSA Cooperative Exempt
Description/Title: Services for City Special Events. Assist staff with the live and taped pro for desktop, mobile phones, voice systems, and audio-visual technologi	jects including assisting with Governing Body meetings. Provide support ies. Assist with radio installation and Public Safety programming.
Contract: Agreement: O Lease/Rent: O Amen	dment: O
Term Start Date: 06/01/24 Term End Date: 06/01/25	Total Contract Amount: <u>\$92,262.30</u>
Approved by Council (If over the City Manager's approval threshold, you m	
Contract / Lease:	
• 1.b Amendment #:to the 0	- Original Contract/Lease #
Increase/(Decrease) Amount \$:	
Extend Expiration Date to:	
. (If the original went through GB, all amendments mu GB regardless of the amendment reason)	
	Bato
Amendment is for:	
Amendment is for: - 2. HISTORY of Contract, Amendments & Lease / Rent - Please	Elaborate (option: attach spreadsheet if multiple amendments)
•	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028.
2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028. May 17, 2024
2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price M Purchasing Officer Review:	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028.
2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price Purchasing Officer Review: Comment & Exceptions: NMSA 1978, Section 13-1-129	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028. May 17, 2024 Date:
2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price M Purchasing Officer Review:	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028.
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2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price Purchasing Officer Review: Comment & Exceptions: NMSA 1978, Section 13-1-129 4. Funding Source: ITT Enterprise Resource Planning Andy Hopkins	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028. May 17, 2024 Date: Org / Object: <u>3253950.510340</u> May 16, 2024 Date:
 2. HISTORY of Contract, Amendments & Lease / Rent - Please 3. Procurement History: State of New Mexico General Services Department State Price Purchasing Officer Review: Comment & Exceptions: NMSA 1978, Section 13-1-129 4. Funding Source: ITT Enterprise Resource Planning Andy Hopkins Budget Officer Approval: Comment & Exceptions: 	Agreement (SPA) #30-00000-23-000880DE which expires on February 8, 2028. May 17, 2024 Date: Org / Object: <u>3253950.510340</u> May 16, 2024 Date:
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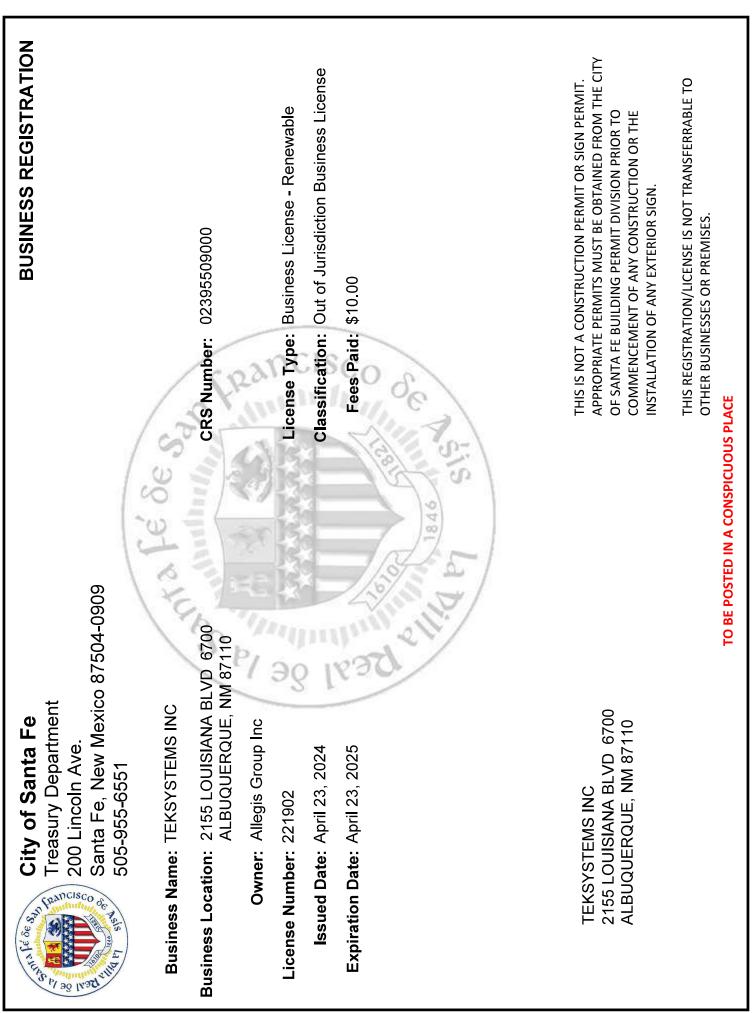


CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

_	-										29/2023
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 CONTACT Certificates											
		Partners, Inc.							FAX (A/C, No):	610-52	6-2021
	201 King of Prussia Road STE100 Radnor PA 19087										
							ADDRESS: altus@altuspartners.com INSURER(S) AFFORDING COVERAGE NAIC #				
					License#: 57081	INSURE			nce Company		22667
INSURED CERTTEK-01							кв: ACE Pro				20699
TEKsystems, Inc 7437 Race Road					INSURE	R c : Indemnit	y Ins Co of N	Am		43575	
		er MD 21076				INSURE	RD: Federal	Insurance Co	mpany		20281
						INSURE	RE:				
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INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
А	Х	COMMERCIAL GENERAL LIABILITY	Y	Y	G47306863		11/30/2023	11/30/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 3,000	,000
		CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 3,000	,000
	X	\$1,000,000 SIR							MED EXP (Any one person)	\$	
									PERSONAL & ADV INJURY	\$ 3,000	,000
									GENERAL AGGREGATE	\$ 3,000	,
	Х	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 3,000	,000
		OTHER:							COMBINED SINGLE LIMIT	\$	
A A	AUT		Y	Y	H10699964 (OWNED) H10699873 (HNOA)		11/30/2023 11/30/2023	11/30/2024 11/30/2024	(Ea accident)	\$ 2,000	,000
	V	ANY AUTO							BODILY INJURY (Per person)	\$	
	X	AUTOS ONLY AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	Х	AUTOS ONLY X NON-OWNED AUTOS ONLY							(Per accident)	\$	
В	v		Y	Y	007000001 000		44/20/0000	44/20/0004		\$	
В	Х				G27926691 009		11/30/2023	11/30/2024	EACH OCCURRENCE	\$ 15,00	
		CLAIMS-MADE							AGGREGATE	\$ 15,00	0,000
С	WOF	DED X RETENTION \$ 100,000		Y	C70318246 (AOS)		11/30/2023	11/30/2024	X PER OTH- STATUTE ER	\$	
Ă		PROPRIETOR/PARTNER/EXECUTIVE			C70318209 (AZ ĆA MA)		11/30/2023	11/30/2024		¢ 1 000	000
~	OFF	ICER/MEMBEREXCLUDED?	N / A		C70318283 (WI)		11/30/2023	11/30/2024	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If ye	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	
A	Prof	essional Liability/Cyber			G71085193 003		11/30/2023	11/30/2024	(\$5M SIR) \$5M per c	\$5,00	0,000 Agg
D	Fide	lity (3rd Party)			J0638612A		11/30/2023	11/30/2024	\$5,000,000 \$5,000,000	Per O Aggre	ccurrence gate
		TION OF OPERATIONS / LOCATIONS / VEHICI									
This	s ce	rtificate is issued as evidence of insi	uranc	æ, su	bject to the policy terms, co	onditior	is and exclusi	ons, including	g the following provisions:		
•The	e Ge	eneral, Auto and Excess Liability po	icies	provi	de Additional Insured statu	is, app l	y on a Primar	y and Non-Co	ontributory basis, and inclu	ides a l	Waiver of
Sub	roga	ation if required by the Certificate He ogation and provides Alternate Emp	older lover	per a statu	written contract executed is if required by the Certific	prior to ate Hol	the date of lo	ess. •The Wor ten contract e	kers' Compensation policy	/ includ	es a Waiver where
perr	niss	sible. •Producer will endeavor to sen	d wri	tten n	otice to the Certificate Hold	der 30	days prior to c	ancellation o	f any policy listed above.		
CEF	RTIF	FICATE HOLDER				CAN	ELLATION				
									ESCRIBED POLICIES BE CA		
	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
		City of Santa Fe 200 Linco l n Ave									
		Santa Fe NM 87501				AUTHO					
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Ver. 16 2/7/2020

24-0440 TEK Systems

Final Audit Report

2024-05-23

Created:	2024-05-22
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmWBSb8xMos1HMtzcY31A9UNgNMt1UDhB

"24-0440 TEK Systems" History

- Document created by XAVIER VIGIL (xivigil@santafenm.gov) 2024-05-22 - 11:01:55 PM GMT- IP address: 63.232.20.2
- Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature 2024-05-22 - 11:02:58 PM GMT
- Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov) 2024-05-23 - 7:03:59 PM GMT- IP address: 104.47.65.254
- Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov) Signature Date: 2024-05-23 - 7:04:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed. 2024-05-23 - 7:04:11 PM GMT

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