



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** June 3, 2024

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Department Director  
Travis Dutton-Leyda, Chief Procurement Officer  
Eric Candelaria, ITT Department Director EC

**FROM:** Michelle A. Gurule, Contracts Administrator *MJ*

---

### ITEM AND ISSUE:

ITT Request for the Approval of Master Facility Agreement BigByte.cc Corporation for the City of Santa Fe ITT Disaster Recovery Site in the Total Amount of \$58,834.16. Monthly Cost: \$1,598.81 (Three Year Term Total \$57,557.16) plus One Time Implementation: \$1,277.00; (Big Byte.cc Corporation); (Eric Candelaria, [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov) 505-955-5576).

### BACKGROUND AND SUMMARY:

BigByte.cc Corporation will provide the installation, set up and storage for a three-year term of the required hardware, servers, and software to ensure that ITT has a backup of data storage. BigByte will provide technical server and network support including Cable checks, circuit testing, part replacement and equipment status checks. BigByte will be the secondary site to ensure the City's data is secured and accessible in the case of an emergency that would cause disruption with the main data network site.

### PROCUREMENT METHOD:

The procurement method is three quotes see attached.

### CONTRACT NUMBER:

The FY20 Munis contract number is 3204750.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Services to Other Depts /Fund 620

**Munis Org Name/Number:** ITT Infrastructure Services/6203650

**Munis Object Name/Number:** Communication/514100

### ACTION REQUESTED:

ITT respectfully requests your review and approval.

**THIS MASTER FACILITY AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into on the date of the last signature below, by and between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and **City of Santa Fe**, with a mailing address of Santa Fe Trails 2931 Rufina St. Santa Fe, NM 87507 (hereinafter referred to as "CLIENT").

**THIS AGREEMENT** includes the Facility Order(s) and all exhibits and addenda, if any, which are in writing and which expressly reference this Agreement and which are signed by an authorized officer of each party. The following terms and conditions govern the provision of BIGBYTE Occupancy and Services ("Occupancy and Services") as specified in this Agreement and in each Facility Order.

**DEFINITIONS.** As used in this Agreement and Facility Order(s), the following terms shall have the following meanings:

- a. **Building.** Building is herein defined as the entire structure located at 123 Central Avenue NW, Albuquerque, NM 87102.
- b. **Facility.** That area of the Building which is controlled by BIGBYTE and commonly known as the Data Center / Disaster Recovery facility.
- c. **Internet Presence.** Online publishing of information, sharing of information or selling of information.
- d. **Non-Recurring Charges.** As identified on the Facility Order(s), Non-Recurring Charges are for payment for installation and other startup fees and will be due on the date this Agreement is executed.
- e. **Occupancy.** As identified on Facility Order(s), refers to the occupancy of space, i.e. CLIENT's presence in racks, cabinets, cages, offices, vault and other space leased to CLIENT within the facility.
- f. **Premises.** That area of the Building and/or Facility which is leased to CLIENT as defined in the Facility Order(s) for CLIENT's Occupancy.
- g. **Recurring Charges.** As set forth on a Facility Order(s), refers to monthly recurring charges for Occupancy and Services, which commence as of the Effective Date.
- h. **Services.** As identified on Facility Order(s), is defined as the equipment, facilities, programming, or software provided by BIGBYTE to CLIENT to facilitate BIGBYTE services. "Services" does not include special access lines that may be utilized with BIGBYTE services, or any equipment, facilities, programming or software at the CLIENT off-site location.

**NOW, THEREFORE**, in consideration of the mutual promises, representations and covenants set forth herein, BIGBYTE and CLIENT agree as follows:

1. **TERM.** The initial Term begins on the date of the last signature below. The Term for **Occupancy and Services** ("Term") will be for three (3) year(s).
2. **RATES.** Rates for **Occupancy and Services** are determined by BIGBYTE, and/or regulatory tariff ("Base Rates") and are set forth on Facility Order Number 1 attached hereto as **Exhibit A** and made a part of hereof by this reference. Total Recurring and Non-Recurring Charges shall not exceed \$58,834.16 for the term of this initial Agreement, including New Mexico Gross Receipts Taxes as set forth on **Exhibit A**, or as amended according to United States or New Mexico law, or by CLIENT and

BIGBYTE.

3. **PAYMENT.** CLIENT agrees to pay all Recurring Charges and Nonrecurring Charges for Occupancy and Services. Recurring Charges will be due on the first of each and every month, in advance, for that month's Occupancy and Services. Nonrecurring Charges shall be paid within thirty (30) days after the date of the invoice for such charges. Payment will be made in U.S. dollars., CLIENT will pay all applicable sales and use taxes, as well as duties or levies, on Occupancy and Services in accordance with governmental requirements.
- ACH Payments: BIGBYTE accepts ACH payments for invoices. CLIENT may contact their bank to set up payments, for any information requirements needed from BIGBYTE please send inquires to accounting.support@bigbyte.cc.
  - If Services are, or become subject to, a tariff filed with the Federal Communications Commission or any other regulatory institution ("Tariff"), the terms and conditions of such Tariff, including rates, will govern CLIENT's use of and payment for the Services.
  - Notwithstanding the previous paragraph 3 the following items are due and payable upon contract execution, plus any and all applicable taxes:**

Description	Type	Rate	QTY	Extended
Non-recurring Build-out Charge	For the preparation of space. Does not include installation of equipment Includes (4) 24x7 Access Cards	\$732.37	1	\$ 732.27
Power Installation	220v 30amp - L630R	\$980.50	2	\$ 454.25
Cross Connection Installation	CAT 6 Cross Connections	\$283.25	6	\$ 0.00
Cross Connection Installation	Fiber 8 Strand LC Connectors	\$1,201.27	1	\$ 0.00

4. **INVOICING.** BIGBYTE may choose to use electronic invoicing via email or other device. CLIENT shall provide BIGBYTE with an email address for invoicing. CLIENT is responsible for notifying BIGBYTE of any changes to the email address used for invoicing. CLIENT is responsible for payment of monthly recurring and other charges, pursuant to this Agreement and Facility Order(s), regardless of receipt of an actual invoice.
5. **TERMINATION.**
- Monthly **Occupancy** charges will continue to the end of the Agreement Term regardless of termination of **Services** except as otherwise provided in this Agreement, Section 9.a.
  - To terminate **Services**, CLIENT must provide BIGBYTE with thirty (30) days prior written notice ("Notice of Service Termination").
  - On the Expiration Date CLIENT will surrender all keys, badges, parking passes and other access items as may have been obtained during term which apply to the Premises.
6. **CONFIDENTIALITY.** CLIENT and BIGBYTE have signed the Mutual Nondisclosure Agreement, attached as **Exhibit B.**

## 7. RIGHTS AND OBLIGATIONS OF CLIENT.

- a. CLIENT will abide by all rules and regulations listed herein and further delineated within Welcome Pack/Standard Operating Procedures documentation. CLIENT will provide BIGBYTE with a completed set of documentation and any and all associated updates to documentation commonly referred to as Welcome Pack/Standard Operating Procedures documentation. Such forms of documentation may change periodically and with notice to CLIENT, it is the sole responsibility of CLIENT to notify BIGBYTE of any changes to said documentation on file with BIGBYTE.
- b. CLIENT will, at its own expense, provide all necessary preparation required to comply with BIGBYTE's installation and maintenance specifications outlined in the Welcome Pack, and will be responsible for the costs of relocation of any equipment or telecommunications circuits once Services are installed, unless such relocation is directed or caused in whole or in part by BIGBYTE. This includes a circuit from a location of CLIENT's choice to the BIGBYTE point of presence (for Services other than Colocation), circuit termination and packet switching equipment to connect CLIENT systems of networks to the Services.
- c. For Colocation Services, CLIENT will provide the computer system to locate at BIGBYTE's facility. CLIENT will provide information related to the Services as requested by BIGBYTE to support and diagnose any problems with the Services. The Services are for use by the CLIENT only. CLIENT will not, nor permit, or assist others to, resell the Services in any form, or knowingly permit or allow others to do the same. CLIENT is, however, able to offer any of CLIENT's services under the Service Provider Contract, if any (see attached **Exhibit C**). Colocation services may be used by CLIENT to sell information, access to information, or publishing of information, i.e. activity commonly referred to as Internet Presence. CLIENT will not, nor will it permit or assist others to, use BIGBYTE services for the purpose of unsolicited electronic message distribution or other activities considered an annoyance to network users and commonly referred to as "spamming." CLIENT will not, nor will it permit or assist others to, abuse or fraudulently use the Services.
- d. CLIENT's Authorized Signatory, their Designee's, and for limited access assigned staff, as per the most current Welcome Pack, shall have access to the Online Dashboard on BIGBYTE's website. CLIENT's Authorized Signatory is responsible for updating contact information and Dashboard passwords in order to maintain secured access to the Dashboard.
- e. CLIENT will not store non-technical hardware materials in their cabinets, racks, cages, or other space ("Occupancy") with the exception of office space(s). Occupied cabinet, rack and cage spaces shall be for active equipment use only. BIGBYTE is not liable for any damages caused by items stored in Premises which may be a fire hazard, inhibit airflow, or cause other damages to CLIENT'S or BIGBYTE'S equipment or facility. Materials stored which are deemed to be a hazard or inappropriate to the use of the Premises, may be removed by BIGBYTE and stored at CLIENT'S expense. BIGBYTE will give CLIENT notice prior to and once those items have been removed and request immediate retrieval of the same.
- f. CLIENT's failure to comply with the above listed policies may result in termination of CLIENT's account/access without notice.

## 8. CLIENT'S INSURANCE.

- a. CLIENT is self insured covering trade fixtures, merchandise and other personal property from time to time, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classifications "Fire and Extended Coverage" together with insurance against sprinkler

damage, vandalism and malicious mischief. The proceeds of such insurance will be used for the repair or replacement of the property so insured.

**9. EMINENT DOMAIN.**

- a. If the whole of the Facility, Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Agreement will terminate as of the date of such taking and Recurring Charges described on the Facility Order(s) Base price will be prorated to such date. If less than the whole of the Facility, Building or Premises is so taken, this Agreement will be unaffected by such taking, provided that (i) CLIENT will have the right to terminate this Agreement by written notice to BIGBYTE given within ninety (90) days after the date of such taking if thirty percent (30%) or more of the Facility is taken and the remaining area of the Facility is not reasonably sufficient for CLIENT to continue operation of its business, and (ii) BIGBYTE will have the right to terminate this Agreement by notice to CLIENT given within ninety (90) days after the date of such taking. If either BIGBYTE or CLIENT so elects to terminate this Agreement, the Agreement will terminate on the thirtieth (30<sup>th</sup>) day after either such notice. The recurring charges described on the Facility Order(s) will be prorated to the date of termination. The date of taking is the date upon which the right to possession of the Premises is removed.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority will be the exclusive property of BIGBYTE, and CLIENT hereby assigns to BIGBYTE all of its right, title, and interest in any award, judgment or settlement from the condemning authority. CLIENT, however, shall have the right, to the extent that BIGBYTE's award is not reduced or prejudiced, to claim from the condemning authority (but not from BIGBYTE) such compensation as may be recoverable by CLIENT in its own right for any expenses incurred by CLIENT, including without limitation any relocation expenses and damage to CLIENT's personal property.
- c. BIGBYTE represents and warrants to CLIENT that no legal condemnation proceedings involving the Building or Facility have been formally commenced. Should any formal notice of condemnation of the Facility be received by BIGBYTE, BIGBYTE shall notify CLIENT within ten (10) business days of such notice of condemnation proceedings. Due to legal processes involved and the possibility of condemnation proceedings being vacated or dismissed, this notice of condemnation proceedings given to CLIENT shall not release CLIENT or BIGBYTE from the terms of this Agreement or the attached Service Level Agreement(s) attached hereto.

**10. CROSS CONNECTIONS.** All cross connections between entities, such as CLIENT, within the facility will be performed by BIGBYTE. Cross connections between CLIENT and any other client within the Facility will be billed as per the attached fee schedule. CLIENT may cross connect to CLIENT'S own equipment within its own Premises, at no charge.

- a. Cross Connections shall be ordered in writing by authorized personnel via email to [facilities.support@bigbyte.cc](mailto:facilities.support@bigbyte.cc); and
- b. Cross Connections will be considered delivered as of the date on which BIGBYTE responds to CLIENT acknowledging the work order is complete, which timeframe shall not exceed one (1) week after the work order is placed.

**11. EQUIPMENT OR SOFTWARE NOT PROVIDED BY BIGBYTE.** BIGBYTE will not be responsible for the installation, operation, or maintenance of equipment or software not provided by BIGBYTE; nor will BIGBYTE be responsible for the transmission or reception of information by equipment or software not provided by BIGBYTE. In the event that CLIENT uses equipment or software not provided by BIGBYTE that impairs CLIENT's use of Services, CLIENT will nonetheless be liable for payment for Services. Upon

notice from BIGBYTE that the equipment or software not provided by BIGBYTE is causing or is likely to cause hazard, interference or service obstruction, CLIENT will eliminate the likelihood of hazard, interference or service obstruction. CLIENT will, if necessary, pay BIGBYTE to diagnose difficulties caused by equipment or software not provided by BIGBYTE. BIGBYTE will notify CLIENT using the CLIENT contact information pursuant to the Welcome Pack, before any such charges are incurred. BIGBYTE will not be responsible for any changes in Service caused by equipment or hardware not provided by BIGBYTE which might become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware not provided by BIGBYTE.

CLIENT is responsible for acquiring and paying the cost of adequate property insurance for all equipment or software not provided by BIGBYTE including such CLIENT equipment or software installed at BIGBYTE's facility pursuant to Section 8 of this Agreement.

It shall be deemed a reasonable belief by BIGBYTE that an abandonment of the premises has occurred where, as permitted in Section 48-3-5 NMSA 1978, the rent has been unpaid for thirty (30) consecutive days and the CLIENT has not responded to telephone or written notices, pursuant to the contact information provided in the then current Welcome Pack, during the thirty (30) consecutive days. In that event, BIGBYTE may serve written notice pursuant to Section 48-3-5 NMSA 1978. If CLIENT does not comply with the requirements of said notice in thirty (30) days, the premises shall be deemed abandoned.

## 12. RIGHTS AND OBLIGATIONS OF BIGBYTE.

- a. BIGBYTE will install, operate and maintain Services contracted herein. BIGBYTE will not be responsible for cabling, including telephone company lines, which connects equipment not provided by BIGBYTE to the BIGBYTE services. BIGBYTE will follow the security protocols of escorting and signing in all visitors and permitting access to CLIENT's designated personnel per delineation in Welcome Pack/Standard Operating Procedures documentation. Such forms of documentation may change periodically and with notice to CLIENT, it is the sole responsibility of CLIENT to notify BIGBYTE of any changes to said documentation on file with BIGBYTE. In the event that unauthorized access occurs, BIGBYTE will provide access to any/all records that may assist in determining how such access occurred upon written request by CLIENT.
- b. Upon default by CLIENT, BIGBYTE may immediately terminate Services and retake possession of Services (before, during or after action to recover sums hereunder), retain all payments made hereunder, and recover charges and costs owed by CLIENT. "Default" will mean where CLIENT becomes subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after written notice to remedy any breach of this Agreement, or if such a remedy cannot reasonably be accomplished within such ten (10) day period, where CLIENT fails to document, certify and present all attempts to diligently undertake such a remedy within such ten (10) day period. BIGBYTE may interrupt CLIENT Services immediately after an attempt to notify CLIENT by telephone at the telephone number(s) CLIENT contact specified in any event where CLIENT is in breach of Section 7 of this Agreement. In the event such action is taken by BIGBYTE, CLIENT Services will be reinstated when BIGBYTE determines the condition has been remedied by CLIENT.

13. **ASSET TAGGING.** BIGBYTE reserves the right to place asset tags or other form of tags on all CLIENT equipment or media stored within the Building or an offsite storage location. Asset tags, such as "bar coding," will only be used for identifying equipment and monitoring CLIENT inventory.

14. **LIMITED WARRANTY AND BROAD DISCLAIMER.** BIGBYTE warrants that Services will conform to

BIGBYTE's service specifications upon the date installed. The foregoing warranties are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, in **Exhibit D**, Service Level Agreement, CLIENT's sole remedy for non-performance of Services pursuant to BIGBYTE's service specifications will be repair or replacement of Services. CLIENT waives all other rights and remedies at law or in equity.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BIGBYTE DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY BIGBYTE.

15. **LIMITATIONS OF LIABILITY AND DAMAGES.** BIGBYTE will not be liable, either in contract or in tort, for protection from unauthorized access of CLIENT's transmission facilities or CLIENT premises equipment; or for unauthorized access to or alteration, theft or destruction of CLIENT's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method except where such unauthorized access, alteration, theft or willful or destruction arises from or is caused in whole or in part by negligence or willful misconduct of BIGBYTE. BIGBYTE will not be liable for damages to CLIENT inventory unless caused by the negligence or willful acts of BIGBYTE's officers, employees, agents or contractors, or for loss through theft or vandalism of CLIENT equipment on BIGBYTE's premises, or for damages caused by the use of CLIENT equipment or supplies. CLIENT will not be liable for claims or damages caused by BIGBYTE's fault, negligence or failure to perform BIGBYTE's responsibilities for any other party; or for claims against BIGBYTE by any other party.
- a. **Exclusion of Special Damages.** In no event shall BIGBYTE be liable for any loss of profits; any incidental, special, or exemplary; or any claims or demands brought against CLIENT, even if BIGBYTE has been advised of the possibility of such claims or demands except to the extent caused by BIGBYTE's negligence or willful misconduct.
  - b. **Limitation of Action.** No action, whether based on contract, product liability or tort, including any action based on negligence, arising out of the performance of this Agreement, may be brought by either party more than two (2) years after the party knew or should have known of the breach or damage (whichever is first), except that an action of non-payment may be brought within two (2) years of the date of the last payment.
16. **NEW MEXICO LAW.** This Agreement shall be governed by the laws of the State of New Mexico, applicable to contracts entered into and to be wholly performed within said State without reference to choice or conflict of law rules otherwise applicable.
17. **HEADING NOT CONTROLLING.** Headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
18. **SEVERABILITY.** If the scope of any of the provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions will be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement will not thereby fall, but that the scope of such provisions will be curtailed only to the extent necessary to conform to law.
19. **NOTICES.** Any notice required or permitted to be given hereunder will be deemed sufficient if made in writing and (i) delivered personally or (ii) delivered electronically via email and addressed:

**If to BIGBYTE:**

Attn: Project/Facility Administrator

PO BOX 81200

Albuquerque, NM 87198-1200

**Email:** legal@bigbyte.cc

**Tel:** (505) 255-5422

**If to CLIENT:**

Attn: Lawrence Worstell  
Infrastructure Manager, Information Technology  
& Telecommunications

1600 St Michaels Dr. Bldg 24 (Mouton Hall)  
Santa Fe, NM 87505

**Email:** [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)

**Tel:** 505-955-5580

Or such other address may from time to time be specified in writing given by the parties.

20. **RELATIONSHIP.** Nothing contained in this Agreement or the transaction contemplated thereby will be construed to create a joint venture, partnership, or fiduciary relationship of any kind between the parties.
21. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the parties, may only be amended in writing signed by both parties and is binding upon and inures to the benefit of both parties and their respective successors and representatives. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with the respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof.
22. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same instrument. Electronically Delivered, Scanned images of pages or Facsimile copies of signature pages are acceptable, however, all original signatures must be submitted for permanent file.

**SIGNATURE PAGE FOLLOWS**




**IN WITNESS WHEREOF**, the parties hereto have signed this Master Facility Agreement as of the date written below:

**BIGBYTE:**  
**By:**   
**Printed:** Nerissa Whittington  
**Title:** as its President  
**Date:** 05.16.2024

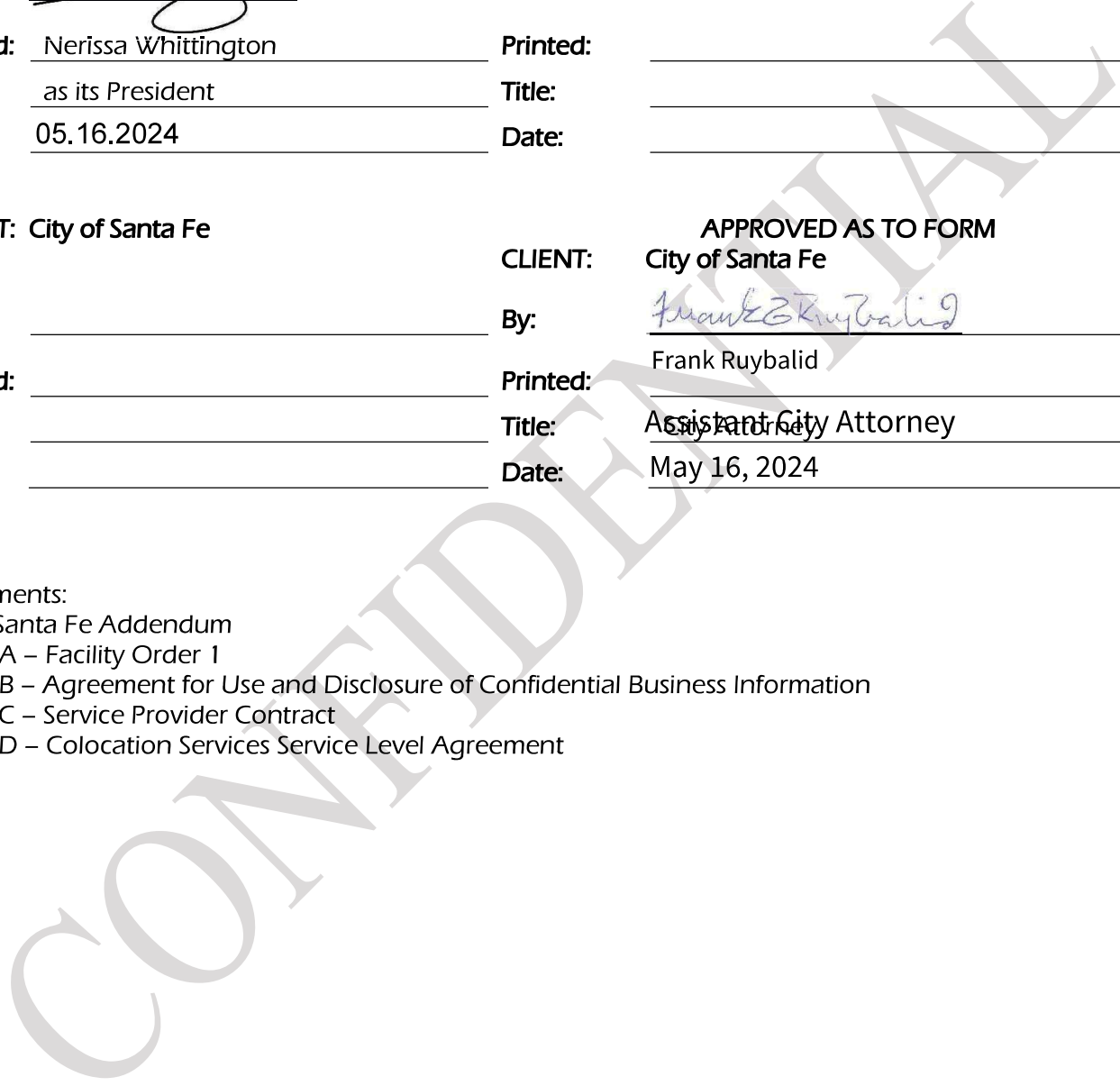
**CLIENT: City of Santa Fe**  
**By:** \_\_\_\_\_  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CLIENT: City of Santa Fe**  
**By:** \_\_\_\_\_  
**Printed:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**APPROVED AS TO FORM**  
**CLIENT: City of Santa Fe**  
**By:**   
**Printed:** Frank Ruybalid  
**Title:** Assistant City Attorney  
**Date:** May 16, 2024

Attachments:

- City of Santa Fe Addendum
- Exhibit A – Facility Order 1
- Exhibit B – Agreement for Use and Disclosure of Confidential Business Information
- Exhibit C – Service Provider Contract
- Exhibit D – Colocation Services Service Level Agreement



**EXHIBIT A**

**FACILITY ORDER NUMBER 1  
BASIC COLOCATION**

**THIS FACILITY ORDER NUMBER 1**, is made pursuant to and will be incorporated into the Facility Agreement dated on the date of the last signature below (the "Agreement") between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and **City of Santa Fe**, with a mailing address of Santa Fe Trails 2931 Rufina St. Santa Fe, NM 87507 (hereinafter referred to as "CLIENT").

**BIGBYTE FACILITY**

**Payment Location:** PO Box 81200  
Albuquerque NM 87198

**Facility Location:** 123 Central Ave NW  
Albuquerque NM 87102

**Hours of Operation:**  
Monday- Friday 8:30 AM – 5:00 PM (local)      Access: 24 hours on a call out basis after hours

**TERM**

Initial Term: 3 Years (concurrent with the existing MFA)  
14 Business Days after Billing will commence as of this date (based on build-out)  
Delivery Date: Last Signature Date required)

**Note:** All special pricing for **Occupancy** will require that there be no sublease or resale of the space.

**BASE RATES – CHARGES AND PAYMENTS**

(Rates Subject to Change)

FEE DEFINITION	DESCRIPTION	QTY	UNIT COST	TOTAL COST
<b>RECURRING CHARGES:</b>				
<b>Monthly OCCUPANCY:</b>	<b>- for each footprint used</b>	<b>Annual increases not to exceed 10%</b>		
Cabinet – full	- Full cabinet, 30 Amps AC provided.	1	\$ 1807.82	\$ 1446.25
<b>Monthly SERVICES:</b>	<b>for purchase or use of services on a monthly basis, plus any and all applicable taxes, as of 05.15.2024 only NM Gross Receipts Taxes apply to some Recurring Charges within this MFA</b>			
Cross Connect Charge	- for each Cat 6 cross connection	6	\$ 91.93	
Cross Connect Charge	- for each fiber cross connection	4	\$ 146.00	
Maintenance Fee	- limited maintenance support by site	1	\$ 206.00	
Additional AC	- for each 10 amps over basic 20 amps allotted per footprint	1	\$ 97.34	
Technical, Server, & Network Support (Per hour)	- for cable checks, circuit testing, customer-approved escorts, part replacements, rack and stack services, shipping and receiving, equipment reboots, equipment status checks	1	\$ 135.19	
	- for installation, configuration,			

	and management of O/S, System, Software, RAID setup, or related activities.	1	\$ 175.44	
	- for installation, configuration, and management of firewalls and the Network.	1	\$ 225.25	
	<i>Note: Support during business hours is billed in 1/2 hour increments. After hours support is billed in 2 hour increments.</i>			
Reporting	Monthly Security Badge Point, Visitor Access, Move Request, and Authorized Access Summary Report and Annual Delivery of SOC 2 Report	1	\$ 177.19	\$ 141.75
<b>Estimated NMGR</b>	Based on 2024 Schedule as published at: <a href="https://www.tax.newmexico.gov/all-nm-taxes/current-historic-tax-rates-overview/gross-receipts-tax-rates/">https://www.tax.newmexico.gov/all-nm-taxes/current-historic-tax-rates-overview/gross-receipts-tax-rates/</a> Subject to change upon future New Mexico Legislative Action	1	7.6250%	\$ 10.81
<b>TOTAL Monthly Recurring Charges – plus estimated applicable NMGR</b>				<b>\$ 1,598.81</b>

**NON-RECURRING CHARGES:**

Non-recurring Build-out Charge	- for the preparation of space. Does not include installation of equipment	1		\$ 732.27
Non-recurring Installation Charge	- initial installation. Does not include installation of equipment	1	\$ 231.00	
Non-recurring Cat 6 charge	- for installation of Cat 6 cable	6	\$ 283.25	
Non-recurring Fiber Charge	- for installation of fiber cable	1	\$ 1,201.27	
Security Access Swipe Cards	- for building access	4	\$ 46.35	
Keys	- Cabinet, Cage, Office, etc.	4	\$ 25.50	
Non-recurring Power Installation Charge	- initial installation	2	\$ 908.50	\$ 454.25
Disconnect Fee	- for each cable connection	1	\$ 50.13	
<b>Estimated NMGR</b>	Based on 2024 Schedule as published at: <a href="https://www.tax.newmexico.gov/all-nm-taxes/current-historic-tax-rates-overview/gross-receipts-tax-rates/">https://www.tax.newmexico.gov/all-nm-taxes/current-historic-tax-rates-overview/gross-receipts-tax-rates/</a> Subject to change upon future New Mexico Legislative Action	1	7.6250%	\$ 90.48
<b>TOTAL Non-recurring Charges – due on signing, plus estimated applicable NMGR</b>				<b>\$ 1,277.00</b>

**TOTALS**

TOTAL RECURRING AND NON-RECURRING CHARGES SHALL NOT EXCEED \$58,834.16 FOR THE TERM OF THIS INITIAL AGREEMENT, INCLUDING NEW MEXICO GROSS RECEIPTS TAXES AS SET FORTH ON THIS **EXHIBIT A**, OR AS AMENDED ACCORDING TO UNITED STATES OR NEW MEXICO LAW, OR BY CLIENT AND BIGBYTE.

<b>MONTHLY RECURRING CHARGES</b>	<b>\$ \$1,588.00</b>
<b>TOTAL ESTIMATED MONTHLY NEW MEXICO GROSS RECEIPTS TAXES</b>	<b>\$ 10.81</b>
<b>NON-RECURRING CHARGES – DUE ON SIGNING</b>	<b>\$ \$1,186.52</b>
<b>TOTAL ESTIMATED NEW MEXICO GROSS RECEIPTS TAXES ON NON-RECURRING CHARGES</b>	<b>\$ 90.48</b>

**BUILD-OUT OF SPACE**

Footprint Configuration(s)		
CABINET	POSITION	POWER CIRCUITS
		L630
		L630
CABINET	POSITION	SIGNAL CABLING
		CAT 6
		Single Mode Fiber LC Connectors

**CLIENT / BIGBYTE RESPONSIBILITIES**

Dedicated Site Requirements:	
(a)	CLIENT must bolt CLIENT's cabinet/relay rack in place, brace, and secure in accordance with BIGBYTE standards.
(b)	A BIGBYTE escort may accompany the CLIENT and/or CLIENT's equipment suppliers while on BIGBYTE premise.
(c)	The demarcation block will be located inside the CLIENT's cabinet/relay rack. BIGBYTE will terminate the signal cabling to this demarcation block.
(d)	Comments:  Primary Provider: Lumen

**SERVICE LEVEL AGREEMENT** The Service Level Agreement is attached as **Exhibit D** to the Master Facility Agreement.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have signed this Facility Order Number 1 to the Master Facility Agreement as of the last execution date by the parties below.

BIGBYTE:

CLIENT:

City of Santa Fe

By: 

By: \_\_\_\_\_

Printed: Nerissa Whittington

Printed: \_\_\_\_\_

Title: as its President

Title: \_\_\_\_\_

Date: 05.16.2024

Date: \_\_\_\_\_


CLIENT: City of Santa Fe

APPROVED AS TO FORM

CLIENT:

City of Santa Fe

By: \_\_\_\_\_

By: 

Printed: \_\_\_\_\_

Printed: Frank Ruybalid

Title: \_\_\_\_\_

Title: Assistant City Attorney  
City Attorney

Date: \_\_\_\_\_

Date: May 16, 2024

CONFIDENTIAL

EXHIBIT B**AGREEMENT FOR USE AND DISCLOSURE  
OF CONFIDENTIAL BUSINESS INFORMATION**

**AGREEMENT FOR USE AND DISCLOSURE OF CONFIDENTIAL BUSINESS INFORMATION**, made effective as of the last day of execution, by and between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and **City of Santa Fe**, with a mailing address of Santa Fe Trails 2931 Rufina St. Santa Fe, NM 87507 (hereinafter referred to as "CLIENT").

The CLIENT has an interest in receiving services from BIGBYTE (hereinafter "PURPOSE"). Accordingly, it is expected that BIGBYTE may disclose proprietary or confidential information to CLIENT. In order to facilitate the PURPOSE and induce BIGBYTE to disclose such information, the parties agree as follows:

1. "Confidential Information" means all data and information whether in written, machine readable or other tangible form, or obtained by CLIENT through observation or examination of such information and material or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of BIGBYTE, and which is indicated as such when communicated to the CLIENT. Confidential Information includes, but is not limited to, all information or materials prepared in connection with the PURPOSE performed under this or any related subsequent agreement and includes, without limitation, all of the following: designs, software, programs, drawings, specifications, techniques, models, data, documentation, flow charts, research, ideas, "know-how," new product or new technology information, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, including trade names, trademarks, customers, supplier or personal names and other information related to CLIENT's, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets or nonpublic business information. CLIENT acknowledges and agrees that the Confidential Information has been and is being developed by BIGBYTE through the expenditure of substantial time, effort and money and is a valuable proprietary asset of BIGBYTE.
2. CLIENT will treat and safeguard Confidential Information, that is either marked as confidential or which CLIENT reasonably knows should be treated as confidential, with the same standard of care (but at least a reasonable standard of care) that CLIENT employs for its own Confidential Information and will not, without prior written approval from BIGBYTE, (a) disclose any Confidential Information to a third party, (b) use Confidential Information in any way for the benefit of any third parties, and/or (c) use Confidential Information in any way other than for PURPOSE. CLIENT further agrees to limit access to such Confidential Information to only its employees who have a need to know of such Confidential Information in order to reasonably accomplish the above specified PURPOSE, and who are aware of and have agreed to respect the relevant provisions of this Agreement. CLIENT's duties, obligations, and actions under the New Mexico Inspection of Public Records Act, NMRA secs. 14-2-1 through 14-2-12 will not be considered a breach of this Agreement.
3. It is understood that Confidential Information does not include, and no obligation is imposed on, information which:
  - a. Is already in or subsequently enters the public domain through no fault of CLIENT, and
  - b. Is known to CLIENT or is in its possession (as shown by tangible evidence) prior to receipt from BIGBYTE.
4. All Confidential Information, unless otherwise specified in writing, will remain the property of BIGBYTE,

and will be promptly returned to BIGBYTE at its request or destroyed after the CLIENT's need for it has expired, and in any event, upon termination of this Agreement.

5. This Agreement will be effective 3 years past expiration of Master Facility Agreement. Nonetheless, all duties of confidentiality and non-use by CLIENT under Paragraph 2 hereof will extend until the Confidential Information falls under one of the exceptions in Paragraph 3, hereof. Early termination of the Master Facility Agreement will not relieve CLIENT of its obligations imposed by this Agreement with respect to Confidential Information disclosed by BIGBYTE prior to the effective date of termination.
6. Nothing in this Agreement will prevent BIGBYTE from making use of or disseminating its Confidential Information or from entering into any agreement with any other entity in connection with its Confidential Information, without any obligation to CLIENT.
7. Nothing in this Agreement will be construed as granting, or obligating either party to take, any license under any inventions, trade secrets, patent, trademark, copyright, or other intellectual property right of the other party.
8. For the purposes of all communications and transmittals of Confidential Information under this Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

**If to BIGBYTE:**

Attn: Nerissa Whittington

PO BOX 81200

Albuquerque, NM 87198-1200

**Email:** [legal@bigbyte.cc](mailto:legal@bigbyte.cc)

**Tel:** (505) 255-5422

**If to CLIENT:**

Attn: Lawrence Worstell

Infrastructure Manager, Information Technology & Telecommunications

1600 St Michaels Dr. Bldg 24 (Mouton Hall)  
Santa Fe, NM 87505

**Email:** [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)

**Tel:** (505) 955.5580

9. CLIENT may not assign this Agreement without the prior written permission of BIGBYTE, and any such assignment will not relieve CLIENT from its restrictive obligations hereunder relating to the protection of Confidential Information. BIGBYTE may freely assign this Agreement without the prior consent of CLIENT.
10. This Agreement will be governed by the laws of the State of New Mexico, applicable to contracts entered into and to be wholly performed within said State without reference to choice or conflict of law rules otherwise applicable.
11. Non-Circumvention and Non-Solicitation. At any time prior to the expiration of this Agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, clients, financial sources, manufacturers, employees, interns, and consultants) discussed and made available by the Disclosing Party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any of its companies or associated entities, or any individual shall not (without the prior written consent of the Disclosing Party):
  - a. Directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such party or entity identified or introduced by the Disclosing Party; or

- b. Seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
12. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.
13. There are no understandings, agreements or representations, express or implied, not specified herein. This Agreement may not be amended except by mutual agreement in writing.
14. The CLIENT will adhere to the U.S. Export Administration Laws and Regulations and will not export or re-export any Confidential Information, technical data, or products received from BIGBYTE, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in Section 779.4(f) of the U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.
15. In no event shall either party be liable to the other for any indirect, special, or incidental damages, whether arising in tort (including negligence), contract or otherwise, that stem from any use of any Confidential Information, even if the receiving party has advised the disclosing party of the possibility of such damages. Neither party will be liable to the other for any such damages for its performance or failure to perform under this Agreement.
16. Although the Confidential Information contains information, which both parties believe to be relevant for evaluation of the Purpose, CLIENT acknowledges that BIGBYTE makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed, except as may be otherwise agreed in writing between the parties. BIGBYTE will have no liability to the CLIENT or any other person, relating to or arising from the use of the Confidential Information, or for any errors therein or omissions there from, and CLIENT assumes full responsibility for all conclusions CLIENT derives from the Confidential Information, except as may be otherwise agreed in writing between the Parties. Nothing in this Agreement will be construed as obligating BIGBYTE to provide, or to continue to provide, any information to any person.
17. CLIENT will be fully responsible for any breach of this Agreement by its employees, agents or any third parties.
- 18.
19. Nothing in this Agreement or anything done in connection herewith will be construed as obligating either party to purchase any technology, products, parts, or services from the other party.
20. All inventions, copyrights, secrets, discoveries, developments, improvements, enhancements and/or adaptations made in connection with or as a result of the disclosure of Confidential Information by BIGBYTE will become and remain the property of BIGBYTE, and CLIENT hereby assigns to BIGBYTE, and agrees to cause, if necessary, its employees to assign to BIGBYTE all right, title and interest to such subject matter. CLIENT will promptly accomplish all that's necessary to vest in BIGBYTE all right, title and interest in the aforesaid.



IN WITNESS WHEREOF, the parties have executed this Agreement for Use and Disclosure of Confidential Business in duplicate originals effective as of the date first above written.

BIGBYTE:  
By: [Signature]  
Printed: Nerissa Whittington  
Title: as its President  
Date: 05.16.2024

CLIENT: City of Santa Fe  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CLIENT: City of Santa Fe  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM  
CLIENT: City of Santa Fe  
By: [Signature]  
Printed: Frank Ruybalid  
Title: Assistant City Attorney  
Date: May 16, 2024

CONFIDENTIAL

**EXHIBIT C**

**SERVICE PROVIDER CONTRACT**

(To be provided by CLIENT, if reciprocal Services/Service Provisioning exists)

**INTENTIONALLY LEFT BLANK**

**CONFIDENTIAL**

EXHIBIT D**COLOCATION SERVICES - SERVICE LEVEL AGREEMENT**

Colocation Services requires a minimum of a one-year term.

**SLAs Cover**

- Power Availability -100% power availability agreement
- Cooling and Humidity – 100%

**POWER AVAILABILITY**

100% Power Availability Agreement

**Power Availability Agreement Scope:** BIGBYTE's power availability agreement is to have the BIGBYTE AC/DC power provided to CLIENT's colocation cabinet available 100% of the time.

**Power Availability Agreement Process:** "Power Unavailability" consists of the number of minutes the AC/DC power was not available to CLIENT's colocation cabinet. Outages will be counted as power unavailability only if CLIENT opens a trouble ticket with the BIGBYTE customer support within five days of the outage. Power unavailability will not include unavailability resulting from:

- CLIENT circuits or equipment
- CLIENT applications or equipment
- Acts or omissions of CLIENT, or any use or user of the service authorized by CLIENT

**Power Availability Agreement Remedy:** For power unavailability in any calendar month, at CLIENT's request, CLIENT's account will be credited the charges of the BIGBYTE monthly fee for the service with respect to which a Power Availability Agreement has not been met. The charges credited will be as follows:

- Unavailability of more than 60 seconds will be credited for one (1) full day.
- Unavailability of more than 5 minutes will be credited for three (3) full days.
- Unavailability of more than 1 hour will be credited for one (1) week.

**Scheduled Maintenance Scope:** Scheduled Maintenance will mean any maintenance at the BIGBYTE hub to which CLIENT's circuit is connected. CLIENT will be given a 48-hour advanced notice. The maintenance will be performed during the standard maintenance window on Tuesdays and Thursdays from 10:00 PM to 2:00 AM local time.

**COLOCATION SERVICES - SERVICE LEVEL AGREEMENT**

Colocation Services requires a minimum of a one-year term.

**COOLING AND HUMIDITY**

Cooling & Humidity Availability -100% time within ASHRAE standards SLA.

**ENVIRONMENTAL AVAILABILITY**

**Cooling and Humidity Availability Agreement Scope:** BIGBYTE's cooling and humidity availability agreement is to have adequate cooling and humidity provided to corresponding data center aisles of the data center floors. Adequate cooling and humidity means that the intake temperature at any point on the CLIENT'S colocation cabinets is at the ASHRAE recommended standards measured over a 24-hour period. This agreement does not extend to the interior of any rack space.

**Cooling and Humidity Availability Agreement Process:** "Cooling and Humidity Unavailability" consists of the number of hours adequate cooling and humidity was unavailable to CLIENT's colocation cabinets. BIGBYTE will be allowed four (4) hours to comply with standards outlined in above SCOPE. Outages will be counted as cooling and humidity unavailability only if CLIENT opens a trouble ticket with the BIGBYTE customer support within thirty (30) days of the outage. Cooling and humidity unavailability will not include unavailability resulting from:

- CLIENT blockage of air flow
- Scheduled maintenance
- Acts or omissions of CLIENT, or any use or user of the service authorized by CLIENT
- Any other circumstances which fall beyond or outside BIGBYTE's reasonable control

**Cooling and Humidity Availability Agreement Remedy:** For cooling and humidity unavailability in any calendar month, at CLIENT's request, CLIENT's account shall be credited the charges of the BIGBYTE monthly fee for the service with respect to which the Cooling and Humidity Availability Agreement has not been met within the four (4) hour response period. The charges credited will be as follows:

- Unavailability of more than twelve (12) hours will be credited for three (3) days.
- Unavailability of more than twenty-four (24) hours will be credited for one (1) week.

**Scheduled Maintenance Scope:** Scheduled Maintenance will mean any maintenance at the BIGBYTE data center location at which CLIENT's equipment is located. CLIENT may be given a 48-hour advanced notice. The maintenance will be performed during normal business hours.

City of Santa Fe ADDENDUM

**This agreement incorporates the additional terms and conditions in the addendum between bigbyte.cc Corp. (Contractor) and the CITY OF SANTA FE (City).**

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations

whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

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

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**Signature Lines required:**

City of Santa Fe:

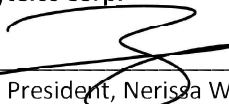
John Blair  
John Blair (Jul 29, 2024 14:01 MDT)

John Blair, City Manager

Date: Jul 29, 2024

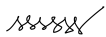
CONTRACTOR:

**bigbyte.cc Corp.**

  
as its President, Nerissa Whittington

Date: 05.15.2024

Attest:



Geralyn Cardenas, Interim City Clerk *xiv*

City Attorney's Office:



Assistant City Attorney

Approved for Finances:



Emily Oster, Finance Director

**QUOTE 1**

EXHIBIT A

**FACILITY ORDER NUMBER 1  
BASIC COLOCATION**

THIS FACILITY ORDER NUMBER 1, is made pursuant to and will be incorporated into the Facility Agreement dated \_\_\_\_\_, 20\_\_ (the "Agreement") between **bigbyte.cc Corp.**, doing business at 123 Central Avenue NW, Albuquerque, New Mexico 87102 (hereinafter referred to as "BIGBYTE") and **City of Santa Fe**, with a mailing address of Santa Fe Trails 2931 Rufina St. Santa Fe, NM 87507 (hereinafter referred to as "CLIENT").

**BIGBYTE FACILITY**

**Payment Location:** PO Box 81200  
Albuquerque NM 87198

**Facility Location:** 123 Central Ave NW  
Albuquerque NM 87102

**Hours of Operation:**  
Monday- Friday 8:30 AM – 5:00 PM (local)      Access: 24 hours on a call out basis after hours

TERM

Initial Term: 3 Years (concurrent with the existing MFA)  
 Delivery Date: May 1, 2024 Billing will commence as of this date (based on build-out required)  
 Renewal Date: May 1, 2027 MFA will renew automatically as of this date, per section 1

**Note:** All special pricing for **Occupancy** will require that there be no sublease or resale of the space.

BASE RATES – CHARGES AND PAYMENTS  
(Rates Subject to Change)

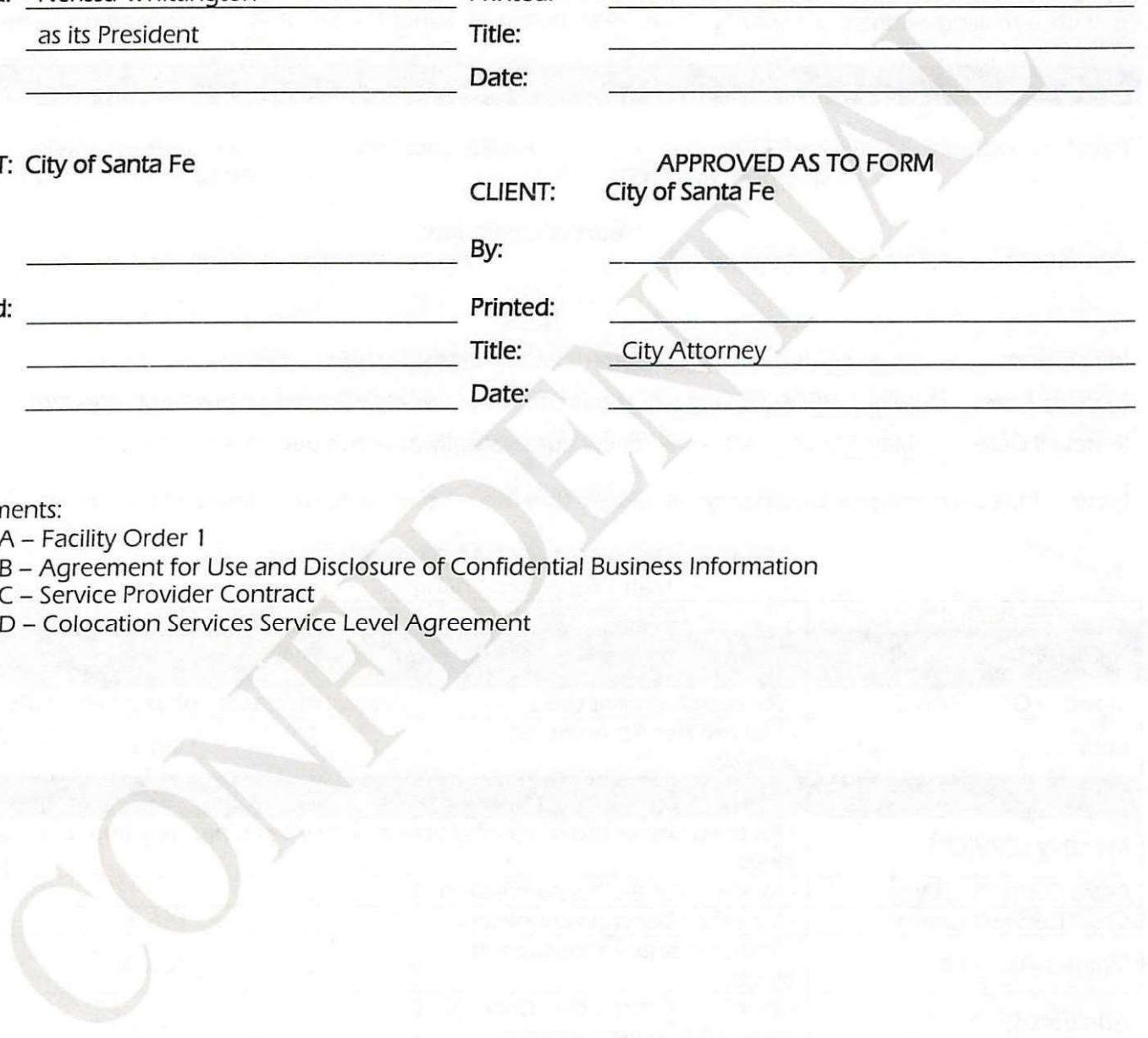
FEE DEFINITION	DESCRIPTION	QTY	UNIT COST	TOTAL COST
<b>RECURRING CHARGES:</b>				
<b>Monthly OCCUPANCY:</b>	- for each footprint used	Annual increases not to exceed 10%		
Cabinet – full	- Full cabinet, 30 Amps AC provided.	1	\$ 1807.82	\$ 1446.25
<b>Monthly SERVICES:</b>				
	- for purchase or use of services on a monthly basis, plus any and all applicable taxes			
Cross Connect Charge	- for each Cat 6 cross connection	6	\$ 91.93	
Cross Connect Charge	- for each fiber cross connection	4	\$ 146.00	
Maintenance Fee	- limited maintenance support by site	1	\$ 206.00	
Additional AC	- for each 10 amps over basic 20 amps allotted per footprint	1	\$ 97.34	
Technical, Server, & Network Support (Per hour)	- for cable checks, circuit testing, customer-approved escorts, part replacements, rack and stack services, shipping and receiving, equipment reboots, equipment status checks	1	\$ 135.19	
	- for installation, configuration,			

IN WITNESS WHEREOF, the parties hereto have signed this Master Facility Agreement as of the date written below:

<b>BIGBYTE:</b>	<b>CLIENT:</b>	City of Santa Fe
By: _____	By: _____	
Printed: <u>Nerissa Whittington</u>	Printed: _____	
Title: <u>as its President</u>	Title: _____	
Date: _____	Date: _____	

<b>CLIENT:</b>	City of Santa Fe	<b>APPROVED AS TO FORM</b>
<b>CLIENT:</b>	City of Santa Fe	
By: _____	By: _____	
Printed: _____	Printed: _____	
Title: _____	Title: <u>City Attorney</u>	
Date: _____	Date: _____	

- Attachments:
- Exhibit A – Facility Order 1
  - Exhibit B – Agreement for Use and Disclosure of Confidential Business Information
  - Exhibit C – Service Provider Contract
  - Exhibit D – Colocation Services Service Level Agreement





	and management of O/S, System, Software, RAID setup, or related activities.	1	\$ 175.44	
	- for installation, configuration, and management of firewalls and the Network.	1	\$ 225.25	
	<i>Note: Support during business hours is billed in 1/2 hour increments. After hours support is billed in 2 hour increments.</i>			
Reporting	Monthly Security Badge Point, Visitor Access, Move Request, and Authorized Access Summary Report and Annual Delivery of SOC 2 Report	1	\$ 177.19	\$ 141.75
<b>TOTAL Monthly Recurring Charges – plus applicable NMGR</b>				

<b>NON-RECURRING CHARGES:</b>				
Non-recurring Build-out Charge	- for the preparation of space. Does not include installation of equipment	1		732.27
Non-recurring Installation Charge	- initial installation. Does not include installation of equipment	1	\$ 231.00	
Non-recurring Cat 6 charge	- for installation of Cat 6 cable	6	\$ 283.25	
Non-recurring Fiber Charge	- for installation of fiber cable	1	\$ 1,201.27	
Additional Support	- after 1 <sup>st</sup> 30 days of service. After hours is 2 hours minimum.			
Security Access Swipe Cards	- for building access	4	\$ 46.35	
Keys	- Cabinet, Cage, Office, etc.	4	\$ 25.50	
Disconnect Fee	- for each cable connection	1	\$	
<b>TOTAL Non-recurring Charges – due on signing, plus applicable NMGR</b>				<b>\$ 1,186.52</b>

TOTALS

<b>MONTHLY RECURRING CHARGES</b>	<b>\$ 1,588.00</b>
<b>NON-RECURRING CHARGES – DUE ON SIGNING</b>	<b>\$ 1,186.52</b>

BUILD-OUT OF SPACE

Footprint Configuration(s)		
CABINET	POSITION	POWER CIRCUITS
		L630
		L630
CABINET	POSITION	SIGNAL CABLING
		CAT 6
		Single Mode Fiber LC Connectors

CLIENT / BIGBYTE RESPONSIBILITIES

Dedicated Site Requirements:	
(a)	CLIENT must bolt CLIENT's cabinet/relay rack in place, brace, and secure in accordance with BIGBYTE standards.
(b)	A BIGBYTE escort may accompany the CLIENT and/or CLIENT's equipment suppliers while on BIGBYTE premise.
(c)	The demarcation block will be located inside the CLIENT's cabinet/relay rack. BIGBYTE will terminate the signal cabling to this demarcation block.
(d)	Comments:  Primary Provider: Unite Private Networks

**SERVICE LEVEL AGREEMENT** The Service Level Agreement is attached as Exhibit D to the Master Facility Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Facility Order Number 1 to the Master Facility Agreement as of the last execution date by the parties below.

<b>BIGBYTE:</b>	<b>CLIENT:</b> City of Santa Fe
By: _____	By: _____
Printed: Nerissa Whittington	Printed: _____
Title: as its President	Title: _____
Date: _____	Date: _____

<b>CLIENT:</b> City of Santa Fe	<b>APPROVED AS TO FORM</b>
	<b>CLIENT:</b> City of Santa Fe
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: City Attorney
Date: _____	Date: _____

# QUOTE 2



Oso Grande Technologies  
 725 6th Street NW  
 Albuquerque, NM 87102

Quote #	Recipient	Subject	Date Created	Valid Until
1269	City of Santa Fe	City of Santa Fe	03/04/2024	04/04/2024

Proposal Details
Term 36M Installation Fee of \$800

Qty	Description	Unit Price	Discount %	Total
1	Colocation - Colo - Full Cabinet	441.60	40.00	\$264.96 USD
4	Connectivity - Cross Connect - SMF - Duplex	136.64	50.00	\$273.28 USD
1	Power - Power - A+B - 208V 30A	1330.75	40.00	\$798.45 USD
<b>Sub Total</b>				<b>\$1,336.69 USD</b>
<b>Total</b>				<b>\$1,336.69 USD</b>

By signing below, the parties agree to enter into a services agreement, and accept and agree to the terms and conditions set out in the attached Master Services Agreement, of which this Quote is a part, and any attached exhibits or addendums.

City of Santa Fe	Oso Grande Technologies
_____ Signature & Date	_____ Signature & Date
_____ Printed Name & Position	_____ Printed Name & Position

# QUOTE 3

## Service Order

**Company Name:** City of Santa Fe- NM  
**Billing Account Number:** 725251  
**Data Center:** ABQ1

**Billing Address**  
Street: 200 Lincoln Ave  
City, State, Zip: Santa Fe, NM 87501

**Primary Contact**  
Name: Larry Worstell  
Email: lfworstell@ci.santa-fe.nm.us  
Phone: (505) 955-5580

**Billing Contact**  
Name: City of Santa Fe- NM  
Email: dctapia@santafenm.gov  
Phone: 505-955-5523

### Quote Summary

Initial Service Term: 29 Months	
Total MRC	Total NRC
USD 1,900.00	USD 4,288.00

This Service Order and the services to be provided hereunder (the "Services") are governed by the applicable service agreement(s) located at <https://www.cyxtera.com/legal/product-and-service-terms-and-conditions>; provided, that, if the undersigned Customer entity ("Customer") or its affiliate and the undersigned Cyxtera entity ("Cyxtera") or its affiliate (other than Cyxtera Federal Group, Inc.) have executed a governing service agreement(s) with respect to the same category of services set forth herein (e.g., colocation or CXD), the portion of this Service Order relating to such category of services shall instead be governed by such executed agreement(s) (as applicable, the "Agreement"). In the event such executed agreement(s) is executed by an affiliate of Customer or Cyxtera (other than Cyxtera Federal Group, Inc.), then such agreement(s) shall apply to this Service Order or the portion thereof, as applicable, as if Customer or Cyxtera, as applicable, was a party thereto in lieu of the affiliate of Customer or Cyxtera, as applicable. This Service Order shall not be binding until it has been fully executed by both parties.

Cyxtera Communications, LLC

City of Santa Fe- NM

DocuSigned by:  
*Derrick Cardenas*

*Larry Worstell*

Name: Derrick Cardenas

Name: Larry Worstell

Title: VP Portfolio Management

Title: City of Santa FE ITT Infrastructure Mgr

Date: January 5, 2024

Date: 01/05/2024

City of Santa Fe | ABQ |  
5kW Secure Cabinet

Type	Qty	Product Name	Product Type	New	Existing	Delta
Add	1	Secure Cabinet (5kW)	Recurring	USD 1,200.00	USD 0.00	USD 1,200.00
Add	1	Secure Cabinet - setup	One-Time	USD 0.00	USD 0.00	USD 0.00
Add	1	Redundant Power Circuit (208v,30A,SP) - setup	One-Time	USD 900.00	USD 0.00	USD 900.00
Add	2	Metered Power Strip (208v,30A,SP,0RU)	One-Time	USD 900.00	USD 0.00	USD 900.00
Add	1	Ecosystem Connect (6 Bundle SM Fiber)	One-Time	USD 556.00	USD 0.00	USD 556.00
Add	1	Ecosystem Connect (6 Bundle Copper)	One-Time	USD 320.00	USD 0.00	USD 320.00
Add	1	Intra Customer Connect - IntraSuite Fiber (6 Bundle) + Panel Termination	One-Time	USD 1,212.00	USD 0.00	USD 1,212.00
Add	2	Fiber Cross Connect	Recurring	USD 700.00	USD 0.00	USD 700.00
Add	2	Fiber Cross Connect - setup	One-Time	USD 400.00	USD 0.00	USD 400.00

**Additional Terms**

Annual Escalator:

At any time after the 12-month anniversary of the initial BCD of a Service in a colocation environment, but no more than once per calendar year, Cyxtera may increase the MRCs for the Services in such colocation environment in an amount not to exceed 5.0%.

Power Pass Through:

Cyxtera may increase the rates for Customer’s Services to pass through increases in utility and power costs attributable to such Service(s) (e.g., power allocation or metered power). For the avoidance of doubt, such pass through shall be at no additional markup and will not include any allocation of increases in facility costs.

Committed Electrical Capacity for Cabinets:

In no event shall Customer use more power than the total amount of power purchased by Customer for a single cabinet. In the event Customer’s peak power usage in a single cabinet during a calendar month is greater than the power purchased for such cabinet, Cyxtera reserves the right to charge a fee equal to the power overage multiplied by 150% of Customer’s then-current MRC for power in the same cabinet (the “Overage Charge”). For purposes of this provision, peak usage is the highest total kW used by Customer at any point during the month across all power circuits in a single cabinet. As an alternative to paying the Overage Charge, Customer may execute a Service Order increasing the power for such cabinet. The Service Term for such Service Order shall be (i) retroactive to the beginning of the month in which the overage occurred, and (ii) coterminous with the Service Term of its underlying cabinet environment.

**From:** Matt Loehman <[mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)>  
**Sent:** Tuesday, May 28, 2024 4:01 PM  
**To:** TAPIA, DAVID C. <[dctapia2@santafenm.gov](mailto:dctapia2@santafenm.gov)>  
**Subject:** Re: First Right of Refusal Offer Big Byte

**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 afternoon,

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: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

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 Tue, May 28, 2024 at 3:54 PM TAPIA, DAVID C. <[dctapia2@santafenm.gov](mailto:dctapia2@santafenm.gov)> wrote:

Good Afternoon,

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

Big Byte will be providing ITT with a secondary back up disaster recovery site to secure secondary servers, necessary hardware, data control and necessary space should there be any emergency or loss of communication at our main data location.

Respectfully,

*David C. Tapia*

ITT Procurement Coordinator

[dctapia@santafenm.gov](mailto:dctapia@santafenm.gov)

505-955-5523



# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** BigByte.cc Corporation

**Procurement/contract Title:** Three Quotes

**Procurement Method:**  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: 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**

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Written Determination (srvs)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Quote(s) (3 Valid &amp; Current for Over 20k)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>RFP (include ECR)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BAR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ITB (include bid tab)</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>FIR</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Other:</b> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Certificate of Insurance (srvs)</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Summary of Contract (only on contracts)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Current Business Registration (always)</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Evaluation Committee Report (RFPs only)</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email</b>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>&gt;20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)</b>			

Michelle A. Gurule  
 Department Point of Contact  
  
Eric Candelaria (Jun 3, 2024 16:16 MDT)  
 Department Director  
  
Eric Candelaria (Jun 3, 2024 16:16 MDT)  
 Chief Procurement Officer  
  
Eric Candelaria (Jun 3, 2024 16:16 MDT)  
 ITT Representative

<u>Cont. Admin.</u>	_____
Title	Date
_____	_____
_____	Jul 24, 2024
_____	_____
_____	Date
_____	_____
_____	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: 3204750 Procurement # (RFP/ITB# If any):

Contractor: BigByte.cc Corporation

Procurement Method: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt

Description/Title: BigByte.cc Corporation will provide the installation, set up and storage for a three-year term of the required hardware, servers, and software to ensure that ITT has a backup of data storage. BigByte will provide technical server and network support including Cable checks, circuit testing, part replacement and equipment status checks. BigByte will be the secondary site to ensure the City's data is secured and accessible in the case of an emergency that would cause disruption with the main data network site.

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: 06/17/24 Term End Date: 06/17/27 Total Contract Amount: 58,834.16

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

Contract / Lease:

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: Small Purchase (Three Quotes)

[Signature] Jul 24, 2024  
 Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: NMSA 1978, Section 13-1-125

#### 4. Funding Source: ITT Infrastructure Services

Andy Hopkins Jul 22, 2024  
 Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comment & Exceptions: \_\_\_\_\_

#### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date \_\_\_\_\_

Staff Contact who Completed This Form: Michelle A. Gurule Phone #: 505-955-5533

To be recorded by City Clerk: \_\_\_\_\_

Clerk # \_\_\_\_\_ Email: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Eric Candelaria (Jun 3, 2024 16:16 MDT)

ITT Representative (attesting that all information is reviewed)

Title

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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).

<b>PRODUCER</b> Cress Insurance Consultants Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111  License#: 2081754 SANTFEP-02	<b>CONTACT NAME:</b> Wendy Milbrandt <b>PHONE (A/C, No. Ext):</b> 5058228114 <b>FAX (A/C, No):</b> 505-822-0341 <b>E-MAIL ADDRESS:</b> wmilbrandt@cressinsurance.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Chubb Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B : Acuity A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER C : New Mexico Assurance Company</td> <td>13673</td> </tr> <tr> <td>INSURER D : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Chubb Insurance Companies		INSURER B : Acuity A Mutual Insurance Company	14184	INSURER C : New Mexico Assurance Company	13673	INSURER D : Gemini Insurance Company	10833	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Chubb Insurance Companies															
INSURER B : Acuity A Mutual Insurance Company	14184														
INSURER C : New Mexico Assurance Company	13673														
INSURER D : Gemini Insurance Company	10833														
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 391887414

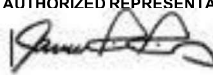
REVISION NUMBER:

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35788673	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z76383	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79803123	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			56156,118	2/29/2024	2/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			VCPL067133	4/1/2024	4/1/2025	Per Occurrence 1,000,000 Aggregate 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe 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 
-----------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** bigbyte.cc Corp  
DBA: bigbyte.cc

**Business Location:** 123 CENTRAL AVE SW  
ALBUQUERQUE, NM 87102

**Owner:** Nerissa Whittington

**License Number:** 237338

**Issued Date:** May 31, 2024

**Expiration Date:** May 31, 2025

**CRS Number:** 02476017000

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

bigbyte.cc Corp

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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



## ITT Network Operations

### Disaster Recovery Data Center Proposal Evaluation Summary

**Background:** The City of Santa Fe TT Department has developed a Disaster Recovery Plan for Business Continuity. The requirements dictate that the City of Santa Fe has two physically separated data center facilities. Preferably separated by 50 to 100 miles. Our primary data center is in Santa Fe at the DoIT facility on Alta Vista Street. All state-of-the-art Co-Location Disaster Recovery Data Center facilities within 100 miles of Santa Fe are located in Albuquerque New Mexico.

After reviewing the key qualifications and certification compliance of recommended Albuquerque sites, We were able to create a list of three potential Co-location data centers that had incorporated the major compliance standards.

The major compliance standards considered were:

Compliance Standard	Key Focus	Main Requirements
PCI DSS	Cardholder data protection	Secure access, monitoring, testing
SOC Reports	Internal controls and security	Financial reporting, security, privacy
ISO/IEC 27001	Information security management	Risk management, security controls
NIST	Cybersecurity framework	Risk management, best practices

**Process:** The three data center facilities that were contacted, inspected, and proposals reviewed are as follows:

- **Cyxtera** (now Center Square)
- **Big Byte**
- **Oso Grande**

**Cyxtera:** We had previously used the Cyxtera Data Center through a contract with Lumen as they were owned by Lumen at the time. Lumen sold Cyxtera to a national company while the City was under the existing contract. ITT contacted the new management of Cyxtera directly. The new Cyxtera legal staff refused to negotiate with our legal team regarding their contractual terms. As a result, ITT dropped Cyxtera as an option and decided to focus on the other two facilities for consideration.



## ITT Network Operations

**Oso Grande:** ITT staff visited the Oso Grande facility on two occasions to tour and conduct environmental testing. Oso Grande is locally owned, and NM DoIT has a presence in this facility. Based on our tour and testing ITT found that the temperature and security factors at the Oso Grande facility were less than adequate.

**Big Byte:** ITT staff visited the Big Byte facility to tour and conduct environmental testing. Big Byte is locally owned, and Lumen has a presence in this facility. ITT found that the facility was a true state of the art data center.

### Summary of Proposal Reviews

Initial RFP responses were reviewed by the ITT evaluation team.

The ITT staff members of the Evaluation Team for this procurement process are listed as:

1. Bill Smith (IT Architect)
2. Mario Martinez (Server Engineer)
3. Galen Dobbs (Network Engineer)
4. Larry Worstell (ITT Infrastructure Manager)

Contractual terms requested were 36 months. Quoted pricing from each data center was:

- **Cyxtera** (now Center Square) - \$1,900.00 Recuring Monthly, \$4,288.00 installation fee
- **Oso Grande** - \$1,336.69 Recuring Monthly, no installation fee
- **Big Byte** - \$1,588.00 Recuring Monthly, \$1,186.00 installation fee

Results from ITT Team thorough evaluation of each data center proposal are detailed in the Data Center Facility Scoring Checklist. Using the attached facility Scoring Checklist categories, the facilities were rated in the following order:

- **Big Byte** – Pricing, security and temperature controls were all very good
- **Cyxtera** - no longer considered due to legal issues
- **Oso Grande** - Not considered as the facility was non-responsible regarding facility temperature/humidity controls and lack of adequate security for data center equipment areas.

### Recommendations:

Based on the Evaluation Team review and consideration of all data center factors, the recommendation is to contract with Big Byte as the City of Santa Fe's Disaster Recovery Data Center. This location will host all City disaster recovery servers and required network Fiber circuitry infrastructure.

**Signature:**   
XAVIER VIGIL (Jul 31, 2024 11:59 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)

# 24-0476 bigbyte.cc Corp

Final Audit Report

2024-07-31

Created:	2024-07-31
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAPOgCOhblWX9lpZ_3rqKk71CQjryrqF4q

## "24-0476 bigbyte.cc Corp" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-07-31 - 5:57:35 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2024-07-31 - 5:59:43 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-07-31 - 5:59:47 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-07-31 - 8:08:57 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-07-31 - 8:09:06 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-07-31 - 8:09:06 PM GMT