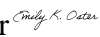




Date: September 23, 2024

To: Governing Body
Finance Committee
Public Utilities / Public Works

Via: Emily Oster, Finance Department Director 
Travis Dutton-Leyda, Chief Procurement Officer 
John Dupuis, Public Utilities Department Director 
John Dupuis (Sep 23, 2024 15:21 MDT)

From: Nancy L Jimenez, Public Utilities Billing Division Director

Subject: **Advanced Utility Billing System Implementation and Support**

Vendor Name: Advanced Utility Systems, A Business Unit of Harris Computer Corporation

Vendor Number: 3983

ITEM AND ISSUE:

Request for Approval of a General Services Contract for a total of \$3,493,560.00 excluding New Mexico gross receipt taxes, for implementation, maintenance and support, not to exceed 5 years, for the CIS v.4 and Customer Engagement Portal for Utility Billing: (Nancy L Jimenez, nljimenez@santafenm.gov, 505-955-4364)

Cost Breakdown:

Category	Cost
IV&V Additional Services	\$ 725,800.00
Professional Services	\$ 2,175,260.00
Licenses	\$ 292,500.00
Travel	\$ 300,000.00
Total	\$ 3,493,560.00

Action Requested: _____

BACKGROUND AND SUMMARY:

The current Utility Billing System (UCIS) is over 20 years old and is no longer in compliance with the current city Standards. UCIS no longer has Vendor support and does not enable a consistent billing process. The need to have a versatile utility system that can seamlessly connect to external programs & allows COSF End Users to use one system to complete dynamic billing and associated tasks. The vendor has unique experiences with Utility Billing system upgrades.

Advanced is the only company authorized to install & maintain CIS Infinity. Additionally, the Vendor has completed over 55% of the system implementation. Derailing from Advance's progression would result in an increase in cost and a prolonged project timeline. Advanced is the only company legally authorized to implement and maintain the CIS Infinity System. Releasing Advanced and locating a similar modern system would lead to a massive increase in cost and an extended implementation timeline.

PROCUREMENT METHOD:

Sole Source

Chief Procurement Officer Approval: *Thu J. Ho* **Date:** Sep 23, 2024
Comment/Exceptions: SS posted 30 days without protest

Supporting Information:

CONTRACT NUMBER:

\$\$\$\$\$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:

Fund Name/Number: Public Utility Admin/Fund 511

Munis Org Name/Number: Public Utilities Billing Division Admin/5110351

Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: *Andy Hopkins* **Date:** Sep 23, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

☐Yes | ☒ No

(if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No

If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

Project Ledger #: _____

Anticipated length of project: 2 years plus maintenance and operations not to exceed 5 years


Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:

IT Components: ☒ Yes | ☐ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval:  _____ **Title:** Director, ITT **Date:** Sep 23, 2024
Approval: _____ **Title:** _____ **Date:** _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Nancy L. Jimenez

Utility Billing Division Director

City of Santa Fe Public Utilities Department

505-955-4364

ATTACHMENTS:

Vendor's Quote (within contract scope of work))

Santa Fe Business License (attached)

Certificate of Liability Insurance (attached)

Professional/General Services Contract (attached)

Horizons declination (attached)

Sole Source Determination (attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2023

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: Mark Warren PHONE (A/C, No, Ext): 416 349 4888 E-MAIL ADDRESS: Mark.Warren@marsh.com	FAX (A/C, No):
CN102165922--GAWUP-23-24 Harris	INSURER(S) AFFORDING COVERAGE	
INSURED vta HARRIS COMPUTER CORPORATION 2429 MILITARY RD. #330 NIAGARA FALLS, NY 14304	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Great Northern Insurance Company	20303
	INSURER C: ACE American Insurance Company	22667
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

HOU-003830865-12

REVISION NUMBER: 0

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9950-48-39	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7360-03-97	09/27/2023	09/27/2024	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 DED RETENTION \$			9365-24-30	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	71764342	09/27/2023	09/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Tech E&O & Cyber			64260768	09/27/2023	09/27/2024	Limit 5,000,000 SIR 1,000,000

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

EVIDENCE OF INSURANCE

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

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
of Marsh USA LLC

Marsh USA LLC

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Item #: 24-0580

Munis Contract #: _____

SWPA/GSA/Coop/RFP/ITB #: Sole Source # 25018

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

CIS Infinity V4 Utility Billing Services and Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Advanced Utility Systems, A Business Unit of N. Harris Computer Corporation** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

See Attachment "B" hereto, "Definitions"

2. **Scope of Work**

A. The Contractor shall perform the following work:

See Statement of Work appended hereto as Attachment "A".

B. Services shall be performed pursuant to the terms and conditions set forth in Attachment "C".

3. **Compensation**

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

The total compensation under this Contract shall not exceed three million four hundred ninety-three thousand five hundred sixty dollars (\$3,493,560) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

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

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

of rejection within the specified period, the products or services will be deemed to have been accepted.

- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The term of the Agreement shall be as set forth in the Master Agreement a five (5) year term. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to terminate this Contract in accordance with section 7 of this Contract due to the Contractor's default under this Contract; the City shall otherwise have – subject to any other terms of this Contract - all other remedies available at law for a default by the Contractor. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

- A. **Termination for Cause**. If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, immediately following receipt of a Default Notice. If the breaching party fails to
- (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
 - (ii) to correct the default within such ninety (90) day period following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- B. **Termination for non-payment or non-appropriations**. If City has failed to pay any of the Fees in accordance with this Agreement, then Contractor shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to City. If the

governing body fails to appropriate sufficient funds to continue this agreement, either party may terminate this agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

- C. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:
- (i) becomes insolvent;
 - (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
 - (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- D. Procedure on Termination
- a. All warranties terminate upon the termination of this Agreement.
 - b. In the event of termination or expiration of this Agreement:
 - i. All rights to use the Software Services granted to City in this Agreement shall immediately terminate and Contractor will immediately cease to perform or provide the Software Services.
 - ii. City will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Contractor (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
 - iii. Conditional upon City's payment of all Fees that are due to Contractor and unless prohibited by law or the order of a governmental or regulatory body or it could subject Contractor and/or its third-party service provider or their affiliates to liability, Contractor will furnish the City with a copy of City's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Contractor's then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Contractor shall destroy all copies of the Data and delete all Data on the database and an Officer of Contractor shall certify the destruction and deletion to the City. Subject to any legal requirement that Contractor must retain a copy of the Data, Contractor shall not delete the Data for 90 days from the date of termination except:
 - (i) where Contractor has provided the Data to City pursuant to this Subsection; or (ii) where it has received written instructions from City to delete the Data. Following 90 days from the date of termination if City has not communicated with Contractor regarding the Data, Contractor shall have the right to delete all Data at any time as either required by law or as determined by Contractor in its sole discretion. Notwithstanding the foregoing, Contractor shall be permitted to delete all Data without providing notification to City and Contractor shall not be required to adhere to the time frames detailed above where Contractor is required by law to delete such Data. Contractor and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.

iv. City shall return to Contractor or at Contractor's option purge or destroy all copies of any Confidential Information of Contractor or the third-party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days.

E. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

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

8. Amendment

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

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

C. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City

because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Contract, the Contractor 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.

13. **Ownership of Intellectual Property**

Contractor, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Contractor, its service providers and its licensors reserve all rights not expressly granted to City. Any transfer of intellectual property shall be pursuant to a writing agreed upon between the parties.

14. **Warranty**

- A. The Software and Sublicensed Software will substantially perform as described in the specifications set out in the Documentation and Sublicensed Documentation, respectively, for a period of ninety (90) days from the Completion of Services if the Software and Sublicensed Software are used in accordance with the Documentation and Sublicensed Documentation, respectively, the terms of this Agreement and where the City has the Required Programs and the hardware meets the requirements. The City's sole recourse in the event the Software or Sublicensed Software do not conform to the foregoing warranty is the repair and replacement of the Software or Sublicensed Software, as applicable.
- B. In the event an error is discovered in the Software or Sublicensed Software outside the warranty period and the error can be reproduced by Contractor, provided City has ongoing Support and Maintenance with Contractor pursuant to this Agreement, Contractor will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of this Agreement. Contractor reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Contractor's own choosing.

- C. Contractor warrants that Professional Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner by personnel who are exercise reasonable care and skill in performing their individual tasks.
- D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. CONTRACTOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments. Any such audit shall take place during normal business hours and no more than once in any twelve (12) month period.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

A. **Restrictions.** Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. Except as reasonably necessary to affect the goals of this Agreement, a receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation consistent with this Section ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, a party may disclose the other's Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

B. **Exclusions.** Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; is personal information; or (v) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor's Confidential Information as required to satisfy any request by any governmental or regulatory body.

C. **Legal Requirements.** If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may at its expense seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

D. **Disposition of Confidential Information on Termination or Expiration.** Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by

taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

E. **Privacy.** For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

F. Notwithstanding the foregoing, the Parties acknowledge that the City is obligated by New Mexico law to respond to requests made under the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, sec. 14-2-1 through 14-2-12.

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **Sole Source # 25018** (Description 50-M0087-24-CP329 – Advanced Utility Billing System) and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence. In the event of a conflict between this agreement and any exhibits, the terms of this agreement will control.

23. **Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this 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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, 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.

28. **Limitation of Liability**

- (i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 37 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, BOTH PARTIES AGREE THAT CONTRACTOR'S AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ALL FEES PAID TO CONTRACTOR BY THE CITY UNDER THIS AGREEMENT.
- (ii) IN ADDITION TO THE FOREGOING, CONTRACTOR AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.
- (iv) CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS NOT ATTRIBUTABLE TO CONTRACTOR.

29. **Incorporation by Reference and Precedence**

The following exhibits are made a part of this Agreement and are incorporated by reference:

Attachment A - SOW

Attachment B - Definitions

Attachment C - Services

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Attachment B- Definitions; (3) Attachment A—SOW (including pricing); (4) Attachment C, Services.

30. **Workers' Compensation**

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

31. **Service and Support**

A. Service Levels. Contractor shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "C" and as outlined in any relevant SOW or other Exhibit hereto. Any Contractor liability to City, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "C", is set forth in said Schedule. Any request for credit must be made of Contractor within 15 days of the Service interruption or is waived. The Contractor reserves the right to suspend the Software Services for maintenance, updates, and other internal requirements. The Contractor shall use commercially reasonable efforts to keep such suspensions to less than six hours every thirty days unless it is an emergency or critical maintenance issue.

B. Support Services. Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Exhibit "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Contractor' reasonable discretion. Contractor shall supply all Upgrades to City at no additional charge other than the payment of ongoing annual Fee. Upgrades may require additional services to be performed by Contractor outside of the scope of those services provided by Contractor, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Contractor's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

32. **Acceptance**

Acceptance is as set forth in applicable SOWs.

33. **Insurance**

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

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

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

C. Broader Coverage and Limits. 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 shall endeavor to provide 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticability of Performance**

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

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

C. The foregoing states Contractor's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

D. City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

E. The indemnity provisions of this Section 37 shall not apply to Third Party Software.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

40. **Cooperative Use Agreement**

In addition to the City and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered in person, courier, either US mail, First Class or certified, return receipt requested, postage prepaid or seven (7) business days after being mailed.

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Business Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

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

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Business Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

Advanced Utility Systems, A Business Unit
of N. Harris Computer Corporation



Alan Webber (Sep 27, 2024 09:31 MDT)

ALAN WEBBER, MAYOR



TODD RICHARDSON, CHIEF FINANCIAL OFFICER

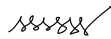
DATE: Sep 27, 2024

DATE: Sep 10, 2024

NMBTIN#: 03-2064497-00-7

City of Santa Fe Business License #:129788

ATTEST:



GERALYN CARDNENAS, INTERIM CITY CLERK

GB MTG 09/25/2024

xiv

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Sep 11, 2024 07:56 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

Attachment “A”

Statement of Work



I. City of Santa Fe, NM

Scope of Work

II. For the Implementation of:

CIS v4 and Customer Engagement Portal

July 24, 2024

SOW Valid Until September 30, 2024

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Introduction

The project is defined as the implementation of Infinity CIS by Advanced Utility Systems (“Advanced”) for the City of Santa Fe, NM. The implementation is for Infinity CIS Version 4 (“v4”) to be completed, Advanced’s comprehensive customer information and utility billing software.

This document describes the Scope of Work (“SOW”) to be delivered by Advanced and defines the principal activities and deliverables of both Advanced and the City of Santa Fe, NM, for this project.

The project, as outlined in this Scope of Work (“SOW”), encompasses all aspects of the City of Santa Fe, NM’s Infinity CIS v4 implementation, including but not limited to project management, requirements gathering, data integrity and clean-up, data conversion, configuration including interfaces, and training.

City of Santa Fe, NM Points of Contact

Primary Point of Contact (POC):

Name	Nancy Jimenez
Title	Utility Billing Director
Organization	Utility Billing Division
Address	801 West San Mateo Rd. Santa Fe, NM 87501
Phone	(505) 670-5541
Email	njimenez@santafenm.gov
Website	https://santafenm.gov/public-utilities/customer-service-and-utility-billing

Other Contact(s):

Name	John Dupuis
Title	Public Utilities Director
Organization	Utility Billing
Address	801 West San Mateo Rd. Santa Fe, NM 87501
Phone	(505) 819-9660
Email	jdupuis@santafenm.gov
Website	https://santafenm.gov/public-utilities/customer-service-and-utility-billing

Project Scope

Advanced and City of Santa Fe, NM agree to cooperatively manage the cost, schedule, and scope of the project. The project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS v4 to City of Santa Fe, NM:

1. Project Management
2. Discovery Workshops (Functional, Interface and Modifications, Reports and Bill Print)
3. Conversion of data from a single legacy system to Infinity CIS v4
 - Data extraction will be performed by a third party and provided in a defined format to Advanced.
 - Advanced recommends a 5-year cut-off for data to be converted to Infinity CIS v4. Advanced will continue the project with all years provided we receive the same format as all previous conversion passes.
4. Data refreshes (Initial, Functional, ITC, UAT, Go-Live)
5. Onsite Core Team Training
6. Onsite or optional Remote web-based End User Training
7. Implementation of interfaces as identified in Task 2
8. Technical Support
9. Infinity CIS v4 will be deployed on an on-premise environment.
10. REST API

Definitions

Name	Definition
Baseline Accounts	A cross-selection of account types and services that are used for testing purposes in the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by the City of Santa Fe, NM.
CIS	Customer Information and Billing System.
Infinity CIS	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
City of Santa Fe, NM Owned Control Forms	Configuration areas of the system that are the responsibility of the City of Santa Fe, NM (including but not limited to service orders, actions, letters, security, and admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of the City of Santa Fe, NM on the generic CIS Solution
Defect - High	<p>A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function.</p> <p>High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.</p>
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed-upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact City of Santa Fe, NM's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the City of Santa Fe, NM Core Team to City of Santa Fe, NM employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
Legacy Data System	City of Santa Fe, NM's current customer information and billing system to be replaced by Infinity CIS v4.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with City of Santa Fe, NM's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the City of Santa Fe, NM's Project Manager.
3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Santa Fe, NM's Project Manager.
4. Advanced will participate in weekly reviews with City of Santa Fe, NM's project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by City of Santa Fe, NM's Project Manager.
6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to City of Santa Fe, NM's Project Manager as necessary.
8. Advanced will resolve deviations from the Project Schedule.
9. Advanced will monitor the project to ensure that support resources are available as scheduled.
10. Advanced will coordinate and oversee the installation of all Advanced licensed software.
11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on City of Santa Fe, NM's supplied hardware and will support the production environment throughout the implementation and both environments after implementation and go live. One (1) development environment will be provided at the City of Santa Fe, NM's request for use during the implementation only.
12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v4 side of the interface).
13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

City of Santa Fe, NM Responsibilities:

1. City of Santa Fe, NM will provide the information required to configure and convert data into the CIS Solution.
2. City of Santa Fe, NM will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. City of Santa Fe, NM will designate a Project Manager who will manage the efforts of City of Santa Fe, NM Project Team and/or staff and coordinate activities with the Advanced's Project Manager.
4. City of Santa Fe, NM's Project Manager must ensure that City of Santa Fe, NM's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
5. City of Santa Fe, NM's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.
6. City of Santa Fe, NM will review current business practices, consider and/or adopt new business practices as needed.
7. City of Santa Fe, NM will provide timely responses to critical issues raised by the Advanced's Project Manager.
8. If this SOW requires on-site presence, City of Santa Fe, NM will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a whiteboard and markers, flip chart, projector (or similar presentation technology), conference phone, and internet connection.
9. If this SOW requires on-site presence, City of Santa Fe, NM shall establish a training/testing room that will provide space, computers (with necessary software), and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, projector (or similar presentation technology), conference phone and internet connections.
10. City of Santa Fe, NM will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.
11. City of Santa Fe, NM Staff will attend scheduled training sessions.
12. City of Santa Fe, NM will perform testing as required, including functional testing, integration testing, and user acceptance testing, and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
13. City of Santa Fe, NM will perform manual cutover tasks identified in the data conversion and the cutover plan.
14. With support from Advanced, City of Santa Fe, NM will be responsible to create, configure and test all City of Santa Fe, NM Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training City of Santa Fe, NM on the same.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost will be firm for the services identified herein through the project's duration of 16 months and 2 months of post-implementation support. Advanced has agreed to complete the implementation within 16 months. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.
3. City of Santa Fe, NM recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
4. Staffing issues will be resolved between City of Santa Fe, NM and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
5. City of Santa Fe, NM will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:
 - i) City of Santa Fe, NM will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.
 - ii) Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost.
 - iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
6. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the requirements.
7. City of Santa Fe, NM will empower City of Santa Fe, NM's project team members to make decisions related to configuration and business processes. For some key decisions City of Santa Fe, NM team may be required to elevate the decision process to the executive team. City of Santa Fe, NM will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
8. City of Santa Fe, NM and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.
9. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

10. All City of Santa Fe, NM and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
11. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.
12. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but City of Santa Fe, NM will approach each opportunity from this perspective.

In the event that City of Santa Fe, NM rejects any of Advanced's Best Practices recommendations, City of Santa Fe, NM will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about City of Santa Fe, NM's requested functionality, and City of Santa Fe, NM's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

13. When onsite Advanced agrees to work within City of Santa Fe, NM standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project-related administrative activities, including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City of Santa Fe, NM PM will provide oversight and guidance to City of Santa Fe, NM staff to ensure successful completion of City of Santa Fe, NM led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and City of Santa Fe, NM will partner together for successful project execution. Project Initiation will involve all members of the Advanced and City of Santa Fe, NM project team. Prior to the remote Project Kickoff meeting, Advanced and City of Santa Fe, NM will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the City of Santa Fe, NM review the Infinity CIS v4 implementation documentation prior to the Project Kickoff meeting.

The Project Schedule for City of Santa Fe, NM identifies the activities, deliverables and resources required for the successful implementation of Infinity CIS v4. The Advanced PM and the City of Santa Fe, NM PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). City of Santa Fe, NM is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the City of Santa Fe, NM PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of City of Santa Fe, NM and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

a. *Change Control Process*

Advanced will coordinate a joint effort with City of Santa Fe, NM to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to City of Santa Fe, NM. Appropriate sign-off channels will be developed for Change Order approval. There will be a minimum of \$10,000 per change request to account for initial research and scoping efforts.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.

Advanced will use various methods to communicate regularly with City of Santa Fe, NM including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with City of Santa Fe, NM Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact the project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	<ul style="list-style-type: none">• Weekly Status Meeting and Report• Monthly Project Progress Summary
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Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe, NM and Advanced. The quarterly sponsor review meeting will assess progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by the City of Santa Fe, NM and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	<ul style="list-style-type: none">• Quarterly Sponsor Review
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Task 2 – Infinity CIS v4 Interfaces

This task covers the Infinity CIS v4 interfaces to existing City of Santa Fe, NM systems, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of City of Santa Fe, NM and are not in scope.

Advanced will document the status of development, whether conducted by City of Santa Fe, NM or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces is implemented within Infinity CIS v4.

These interfaces will require efforts from Advanced, and potentially City of Santa Fe, NM staff or a third- party vendor, to support the specific requirements. The specific system Modifications required to support a specific interface will be determined during the Interface Discovery workshop. The process for delivery will follow sections 3.1 and 3.8.

b. *Subtask 2.1.1 – Virtuoso Collection Agency (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export between CIS Infinity and City of Santa Fe, NM's Virtuoso Collection Agency Software to be finalized with changes from 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

c. *Subtask 2.1.2 – Beacon AMI Meter Reading (Two-way Flat File)*

Infinity CIS v4 will support a two-way flat file *.csv as previously delivered and approved.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

d. *Subtask 2.1.3 – Postal Pros Final Bill Notices Letters Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

e. *Subtask 2.1.4 – Postal Pros Lien Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

f. *Subtask 2.1.5 – Postal Pros LIC Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved with address field to be updated by AUS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

g. *Subtask 2.1.6 – General Ledger (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting. A new scoping session will be needed for use of the Tyler API with MUNIS A/R module.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

h. *Subtask 2.1.7 – Accounts Payable (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

i. *Subtask 2.1.8 – Embedded GIS (Embedded URL to City of Santa Fe’s GIS Maps)*

Infinity CIS v4 will support an embedded URL to the City of Santa Fe’s GIS maps. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

j. *Subtask 2.1.9 – GIS Service Address Validation (One-way Import from GIS to CIS Address Lookup Table)*

Infinity CIS v4 will support an import from GIS to the CIS address lookup table. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

k. *Subtask 2.1.10 – Water Meter Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

l. *Subtask 2.1.11 – Water Meter Remote Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

m. *Subtask 2.1.12 – Wells Fargo Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

n. *Subtask 2.1.13 – Wells Fargo E-Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

o. *Subtask 2.1.14 – Mars Payment Import (One-way Flat File Import)*

Infinity CIS v4 will support an import from MARS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

p. *Subtask 2.1.15 – Wells Fargo ACH (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export to Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

q. *Subtask 2.1.16 – Delinquent IVR Outbound File (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export for Delinquent IVR. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Reports

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Any additional custom reports will need to be reviewed and actioned by City of Santa Fe, NM. Should City of Santa Fe, NM desire Advanced to convert any additional custom reports, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Subtask 2.4 - Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. Third-Party Payment Processor

Real-Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Paymentus or Invoice Cloud. City of Santa Fe, NM must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to implement the City of Santa Fe, NM's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the City of Santa Fe, NM Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning on hardware supplied by City of Santa Fe, NM (on-premise)
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of Infinity CIS v4 via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the City of Santa Fe, NM's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	<ul style="list-style-type: none">• Project Kickoff Meeting• Initial Project Schedule• Training Course Agenda• Issues Tracking Tool Overview• Project Team Contact List
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Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and City of Santa Fe, NM
✓ Transition discussion from Sales to Professional Services	Advanced and City of Santa Fe, NM

✓ Project Team identified	Advanced and City of Santa Fe, NM
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Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and City of Santa Fe, NM
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Functional Discovery Analysis

Advanced will review the detailed data and business requirements of City of Santa Fe, NM. This analysis will provide an association between City of Santa Fe, NM's business practices and the required Infinity CIS v4 configuration.

The Functional Discovery Analysis phase will be led by Advanced and broken out into functional workshops. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

r. Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and City of Santa Fe, NM will identify the necessary City of Santa Fe, NM staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. Foundation

Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.

2. Billing

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

3. Rates

Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers .

4. Cashiering

Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing.

5. Collections

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	<ul style="list-style-type: none">• Functional Discovery Workshop• Functional Discovery Document
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Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts and sample files, All As Is Process Flows gathered	City of Santa Fe, NM

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ City of Santa Fe, NM Core Team and/or SME's attendance at Functional Workshop	City of Santa Fe, NM
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.3 – Phase 3 – Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with City of Santa Fe, NM will identify necessary City of Santa Fe, NM staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe, NM all interfaces identified in Task 2, to be developed in Infinity CIS v4.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to City of Santa Fe, NM to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by City of Santa Fe, NM. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with City of Santa Fe, NM remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	<ul style="list-style-type: none">• Interface Discovery Agenda• Interface Discovery Workshop• Interface Discovery Summary• Use Case Document(s)
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Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface Discovery Agenda delivered	Advanced
✓ 3 rd Party Vendor participation secured (if applicable)	City of Santa Fe, NM
✓ Staff SME participation secured	City of Santa Fe, NM

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	City of Santa Fe, NM
✓ Interface Discovery Summary Document delivered	Advanced
✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.4 – Phase 4 – Other Discoveries

s. Subtask 3.4.1 – Reports Discovery

Any custom report built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these reports.

Advanced will conduct a Reports Discovery Workshop for any custom reports requirements. This workshop will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.3 – Deliverables

Subtask 3.4.1 Deliverables	<ul style="list-style-type: none">• Reports Discovery• Reports Analysis Spreadsheet
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Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all City of Santa Fe, NM's reports one month prior to scheduled Reports Discovery Workshop	City of Santa Fe, NM
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	City of Santa Fe, NM
✓ Determination of custom reports delivered in CIS	Advanced

t. Subtask 3.4.2 – Notices & Receipt Discovery

Advanced will implement the Electronic Bill Print (EBP) as part of the Infinity CIS v4 implementation. Any custom notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these changes.

Advanced will conduct a Notice Discovery Workshop for any custom notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	<ul style="list-style-type: none">• Discovery Workshop• Specifications
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Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Agenda for Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	City of Santa Fe, NM

Subtask 3.4.2 – Exit Criteria

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	City of Santa Fe, NM

✓ Specifications Document delivered	Advanced
✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

u. *Subtask 3.5.1 - Infinity CIS v4 Initial Conversion, Data Validation and Testing*

Advanced will take on the added task of extraction and manipulation of the City of Santa Fe, NM's single legacy data system to be converted into Infinity CIS v4. This will include 5 passes and add an addition 6 months to the project timeline. Advanced will require direct access to pull data from the legacy system as well as access to key personnel to answer questions around any parsing, merging, and concatenation that may be required to support the data conversion process through workshops.

Once the client legacy data cleanup process is complete and Advanced is provided with the data in the pre-defined format, Advanced will convert City of Santa Fe, NM's legacy data and load into City of Santa Fe, NM's Infinity CIS v4 Environment.

Advanced will supply a data validation report confirming Legacy System and Infinity CIS v4 systems are in balance and will release the system for testing by City of Santa Fe, NM.

The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

Advanced is responsible for converting/configuring

- All billing formulas required by City of Santa Fe, NM in Infinity CIS v4
- Current receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing) City

of Santa Fe, NM is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Conversion City of Santa Fe, NM will select a group of Baseline Accounts. Baseline Accounts provide City of Santa Fe, NM's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal"

accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in City of Santa Fe, NM's Baseline Accounts, as applicable.

As part of the Initial Conversion, City of Santa Fe, NM will undertake testing of the Infinity CIS v4 conversion. City of Santa Fe, NM's project manager will coordinate the completion of the Infinity CIS v4 conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Conversion testing (and subsequent test phases), Advanced will access City of Santa Fe, NM's server in order to upload data corrections, with the assistance of City of Santa Fe, NM's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

<p>Subtask 3.5.1 Deliverables</p>	<ul style="list-style-type: none"> • Advanced to extract and manipulate legacy data prior to import • Advanced Convert legacy database to Infinity CIS v4 database • Advanced Review and deliver initial V4 data conversion load with City of Santa Fe, NM • Advanced Time the process to convert and load data • Advanced Configure generic Information Bars • City of Santa Fe, NM Review and approve the Data Validation Report • City of Santa Fe, NM Run reports currently used by City of Santa Fe, NM for balancing legacy system and V4 to confirm versions are in balance • City of Santa Fe, NM Load refreshed Infinity CIS v4 test database onto hosted secure storage (required for troubleshooting and billing formula conversion) • City of Santa Fe, NM Identify Baseline Accounts for testing • City of Santa Fe, NM Create test scripts and share with Advanced
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Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide 4 weeks of Core Team Training to the City of Santa Fe, NM Core Team.

Core Team Training will be conducted onsite and remotely via WebEx for the core team following the initial Infinity CIS V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS v4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	<ul style="list-style-type: none">• Standard Infinity CIS v4 Training Agendas• Completion of Instructor-Led remote or onsite Core Team Training
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Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	City of Santa Fe, NM
✓ Infinity CIS v4 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Instructor-Led remote or onsite Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	City of Santa Fe, NM

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once City of Santa Fe, NM has signed off on the specifications and acknowledged as in scope. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.8 Deliverables	<ul style="list-style-type: none">• Custom Reports Specification, Development & Delivery (if applicable)
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Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	City of Santa Fe, NM
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced

✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM
✓ Custom Report(s) Delivery at start of ITC	Advanced

✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	City of Santa Fe, NM
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Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, City of Santa Fe, NM will be notified that the interface is ready to be released and available for testing or City of Santa Fe, NM will be notified that the interface is ready to be released and deployed in City of Santa Fe, NM's environment through an executable or build.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	<ul style="list-style-type: none"> • Interfaces are ready for City of Santa Fe, NM to test
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Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces Discovery	City of Santa Fe, NM
✓ 3 rd Party Vendor participation in Interface Discovery process (if applicable)	City of Santa Fe, NM

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable)	City of Santa Fe, NM

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe, NM with generic test scripts. Modification of test scripts to match City of Santa Fe, NM's specific business scenarios is the responsibility of City of Santa Fe, NM. From the test scripts City of Santa Fe, NM will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and City of Santa Fe, NM will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data

conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City of Santa Fe, NM. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and City of Santa Fe, NM staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the City of Santa Fe, NM Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

City of Santa Fe, NM will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City of Santa Fe, NM will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	<ul style="list-style-type: none">• Functional Test Data Conversion Refresh and Validation Report• Rates Testing Matrix
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Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and City of Santa Fe, NM
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Executed Contract with Payment Processor	City of Santa Fe, NM

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date	Advanced
✓ Backup and Restore Site Failover Testing	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by City of Santa Fe, NM to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all City of Santa Fe, NM Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.10.2 Deliverables	<ul style="list-style-type: none"> • ITC Data Conversion Refresh and Validation Report • ITC Build Release for Modifications
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Subtask 3.9.2 – Entry Criteria ITC

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	City of Santa Fe, NM

✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
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✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ City of Santa Fe, NM Owned Control Forms 60% complete which must include Service Order Types	City of Santa Fe, NM
✓ City of Santa Fe, NM AUS Preferred Payment Processor set up complete and ready for integration testing with Infinity CIS v4 and Infinity CEP	Advanced

Subtask 3.9.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% (or agreed upon threshold) of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ City of Santa Fe, NM Owned Control Forms 90% (or agreed upon threshold) complete	City of Santa Fe, NM
✓ AUS Preferred Payment Processor configuration complete and ready for UAT	Advanced

Subtask 3.9.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe, NM to select the integration test scripts that will be used during UAT.

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase provide evidence that Infinity CIS v4 capabilities have been properly integrated and tested in City of Santa Fe, NM's test environment. Advanced will work with City of Santa Fe, NM to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.10.3 Deliverables	<ul style="list-style-type: none"> • UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
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Subtask 3.9.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing completed and signed off	City of Santa Fe, NM
✓ System Code Freeze	Advanced
✓ Final review of City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM

Subtask 3.9.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	City of Santa Fe, NM
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM
✓ Regression and stress test executed successfully	City of Santa Fe, NM
✓ Successful testing of Payment Processor	City of Santa Fe, NM

Subtask 3.10 – Phase 10 – End User Training

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase
Advanced will provide 3 weeks of Infinity CIS v4 End User training to City of Santa Fe, NM to secure a working
knowledge of Infinity CIS v4. As part of the Training Plan, Advanced will work with City of Santa

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe, NM staff attendance needs.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with City of Santa Fe, NM availability to answer participant questions pertaining to City of Santa Fe, NM business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe, NM will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	<ul style="list-style-type: none">• Completion of Instructor Led End User Training• Training Session Attendance Report• Training Session Signoff form
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Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	City of Santa Fe, NM
✓ End User Training Schedule created	Advanced and City of Santa Fe, NM

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	City of Santa Fe, NM

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

City of Santa Fe, NM will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City of Santa Fe, NM shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and City of Santa Fe, NM to

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify transition the CIS Solution to City of Santa Fe, NM production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained, and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release from Advanced that documents that the system has been handed to City of Santa Fe, NM in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	<ul style="list-style-type: none"> • Go/No Go Criteria • Cut-Over Plan • Formal City of Santa Fe, NM Authorization to Transition to Live
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Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and City of Santa Fe, NM
✓ City of Santa Fe, NM has invoked Change Management plan (employees, customers, vendors)	City of Santa Fe, NM
✓ End Users trained	Advanced or City of Santa Fe, NM

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	Advanced and City of Santa Fe, NM
✓ Organizational Readiness Plan finalized	Advanced and City of Santa Fe, NM
✓ Go/No Go Meeting	Advanced and City of Santa Fe, NM
✓ Authorization to Go Live	City of Santa Fe, NM
✓ Post Cut-Over List of Tasks	Advanced and City of Santa Fe, NM

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe, NM staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe, NM and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	<ul style="list-style-type: none"> • Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation • AR Summary Details Report • Transaction Code Report • Rates Report
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Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and City of Santa Fe, NM
✓ End Users trained	Advanced and City of Santa Fe, NM
✓ 3 rd Party Vendors communicated and on board	City of Santa Fe, NM
✓ Execution of Organizational Readiness Plan	Advanced and City of Santa Fe, NM
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist City of Santa Fe, NM throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to City of Santa Fe, NM:

- Weekly PM and technical staff meetings to review all high-priority items.

- Remote communications and video conference customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe, NM will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	<ul style="list-style-type: none"> • Monthly Post Live Support Log • Transition to Support
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Subtask 3.13 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Punch List Items resolved	City of Santa Fe, NM and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

*Pricing does not include applicable taxes

Infinity CIS v4 Implementation Professional Services Fees	
Item	Price
Implementation to CIS Infinity V4: <ul style="list-style-type: none"> • Project Management (22 Months – 1.5 Dedicated FTE) • Data Conversion (Full Conversion including data extraction and manipulation) from 1 Legacy System • Configuration • Advanced Standard Reports • Custom Reports • Interfaces • Training • Post Live Support • Customer Testing Assistance 	\$2,175,260.00
Total	\$2,175,260.00

IV & V Implementation Professional Services Fees		
Line Item (Custom Plan Documentation Scope to be Finalized)	Responsible Party	Price
Custom Training Documentation	Advanced	\$197,600.00
Custom Data Design Document	Advanced	\$ 57,000.00
Performance Testing Plan	Advanced	\$ 38,000.00
Requirements Traceability Matrix	Advanced & CoSF	\$228,000.00
Technical Architecture Diagram Review	Advanced	\$38,000.00
Additional Environment Deployment (3 Total Environments)	Advanced	\$15,200.00
Security Plan Review	CoSF to Create / Advanced to Review	\$19,000.00
Implement Transparent Application Performance Monitoring	CoSF to Create / Advanced to Review	\$19,000.00
Create Testing Strategy	Advanced	\$38,000.00
Call Center Training	Advanced	\$38,000.00
Disaster Recovery Plan Review	CoSF to Create / Advanced to Review	\$19,000.00
Document Hardware and Software Specifications	Advanced	\$19,000.00
Total		\$ 725,800.00*

Infinity v4 License Fees	
Line Item	Price
CIS Licenses (Additional 45 Users)	\$ 292,500.00
Total	\$ 292,500.00

Estimated Travel Expenses	
Line Item	Price
100 Onsite visits, each visit is \$3,000/pp*	\$ 300,000.00
Total	\$ 300,000.00

* Travel expenses will be expensed to the City as and when incurred by Advanced team member Note:

Additional services required by City of Santa Fe, NM through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Milestones

Professional Services

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
CT1	SOW Signing	\$ 292,500.00
MP1	Project Management Month 1	\$45,600.00
MP2	Project Management Month 2	\$45,600.00
MP3	Project Management Month 3	\$45,600.00
MP4	Project Management Month 4	\$45,600.00
MP5	Project Management Month 5	\$45,600.00
MP6	Project Management Month 6	\$45,600.00
MP7	Project Management Month 7	\$45,600.00
MP8	Project Management Month 8	\$45,600.00
MP9	Project Management Month 9	\$45,600.00
MP10	Project Management Month 10	\$45,600.00
MP11	Project Management Month 11	\$45,600.00
MP12	Project Management Month 12	\$45,600.00
MP13	Project Management Month 13	\$45,600.00
MP14	Project Management Month 14	\$45,600.00
MP15	Project Management Month 15	\$45,600.00
MP16	Project Management Month 16	\$45,600.00
MP17	Project Management Month 17	\$45,600.00
MP18	Project Management Month 18	\$45,600.00
MP19	Project Management Month 19	\$45,600.00
MP20	Project Management Month 20	\$45,600.00
MP21	Project Management Month 21	\$45,600.00
MP22	Project Management Month 22	\$45,600.00
MP23	Delivery of Business Process Review Workshop	\$40,000.00
MP24	Data Conversion Discovery Workshop 1	\$97,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP25	Data Conversion Discovery Workshop 2	\$97,000.00
MP26	Data Conversion Discovery Workshop 3	\$57,000
MP27	Data Conversion Discovery Workshop 4	\$57,000
MP28	Data Conversion Mapping Document 1	\$97,000.00
MP29	Data Conversion Mapping Document 2	\$97,000.00
MP30	Data Conversion Mapping Document 3	\$57,000
MP31	Data Conversion Mapping Document 4	\$57,000
MP32	Data Refresh #1 Load for Testing	\$57,000
MP33	Data Refresh #2 Load for Testing	\$57,000
MP28	Data Refresh #3 Load (ITC #1)	\$10,000.00
MP29	On the Job Learning ITC 1 Testing	\$15,000.00
MP30	Completion of Integration Testing Cycle 1	\$70,000.00
MP31	Data Refresh #4 Load (ITC #2)	\$10,000.00
MP32	On the Job Learning ITC2 Testing	\$15,000.00
MP33	Completion of Integration Testing Cycle 2	\$70,000.00
MP34	Data Refresh #5 Load (UAT)	\$10,000.00
MP35	On the Job Learning User Acceptance Testing	\$15,000.00
MP36	Completion of User Acceptance Testing	\$50,000.00
MP37	Delivery of End User Training Week 2	\$12,500.00
MP38	Delivery of End User Training Week 3	\$12,500.00
MP39	Delivery of End User Training Week 4	\$12,500.00
MP40	Data Conversion for Go Live	\$10,000.00
MP41	Go Live	\$39,560.00
MP42	Post Live Support Month 1	\$25,000.00
MP43	Post Live Support Month 2	\$25,000.00
MP44	Custom Training Documentation Scope Finalization	\$50,000.00
MP45	Custom Training Documentation Initial Drafts Delivered	\$50,000.00
MP46	Custom Training Documentation Final Drafts Delivered	\$97,600.00
MP47	Custom Data Design Document Initial Draft Delivered	\$27,000.00
MP48	Custom Data Design Document Final Draft Delivered	\$30,000.00
MP49	Performance Testing Plan Initial Draft Delivered	\$19,000.00
MP50	Performance Testing Plan Final Draft Delivered	\$19,000.00
MP51	Requirements Traceability Matrix Initial Draft Delivery	\$100,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP52	Requirements Traceability Matrix Final Draft Delivery	\$128,000.00
MP53	Technical Architecture Diagram Initial Review	\$19,000.00
MP54	Technical Architecture Diagram Final Review	\$19,000.00
MP55	Additional Environment Deployment (3 Total Environments)	\$15,200.00
MP56	Security Plan Initial Review	\$9,000.00
MP57	Security Plan Final Review	\$10,000.00
MP58	Transparent Application Performance Monitoring Plan Initial Review	\$9,000.00
MP59	Transparent Application Performance Monitoring Plan Final Review	\$10,000.00
MP60	Testing Strategy Initial Draft Delivered	\$19,000.00
MP61	Testing Strategy Final Draft Delivered	\$19,000.00
MP62	Call Center Training Delivered	\$38,000.00
MP63	Disaster Recovery Plan Initial Draft Review	\$9,000.00
MP64	Disaster Recovery Plan Initial Final Review	\$10,000.00
MP65	Deliver Hardware and Software Specifications	\$19,000.00
	Total Services	\$ 3,193,560.00

License Fees:

- 100% due on SOW signature

Annual Fees:

Fee Type	Milestone	Invoice Amount
Infinity v4 Platform	100% due on Infinity CIS v4 installation to a non-production environment.	\$124,375
Advanced API (Harris & Preferred Partner integrations)	100% due on installation to a non-production environment	\$24,000

* All ongoing annual costs for on premise solutions subject to a 5% annual escalation or CPI, whichever is greater.

Termination

Unless Advanced and/or City of Santa Fe, NM exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and City of Santa Fe, NM must purchase, services from Advanced for the items defined within this SOW.

If City of Santa Fe, NM and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

City of Santa Fe, NM's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per:

Name: Todd Richardson

Title: Chief Financial Officer

Date: September 6, 2024

City of Santa Fe, NM

Per:

Name:

Title:

Date:

Appendix 1 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and City of Santa Fe, NM. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Monthly Sponsor Meeting	Meeting attended by Advanced and City of Santa Fe, NM Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ City of Santa Fe, NM
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	City of Santa Fe, NM
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines City of Santa Fe, NM resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines City of Santa Fe, NM's testing approach.	Advanced
12	3	3.1	Infinity CIS v4 Server Provisioning	Provisioning of Infinity CIS v4 on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and City of Santa Fe, NM project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS v4 system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide City of Santa Fe, NM with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. City of Santa Fe, NM users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced

19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	City of Santa Fe, NM to provide business process documentation as identified in Subtask 3.2.	City of Santa Fe, NM
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning City of Santa Fe, NM business processes and educating City of Santa Fe, NM about the features and limitations of the software. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
26	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of City of Santa Fe, NM. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by City of Santa Fe, NM and designates those reports that are standard within Infinity CIS v4 and those that require modification.	Advanced
28	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on City of Santa Fe, NM's system.	Advanced
29	3	3.5.1	Baseline Accounts	City of Santa Fe, NM, with Advanced's assistance will identify baseline accounts to be used for testing.	City of Santa Fe, NM
30	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
31	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
32	3	3.5.2	Initial CIS Conversion, Data validation Testing	Advanced will convert City of Santa Fe, NM's legacy data load into City of Santa Fe, NM's CIS Infinity Environment. Advanced will supply a mapping document to Infinity CIS v4 are in balance and will release the system for testing by City of Santa Fe, NM	Advanced
33	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
34	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
35	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
36	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
37	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced

38	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
39	3	3.9.1, 3.9.2, 3.9.3.	System Testing	City of Santa Fe, NM to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	City of Santa Fe, NM
40	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. City of Santa Fe, NM is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of City of Santa Fe, NM.	Advanced
41	3	3.9.2	Build Releases (ITC)	Installation of new builds on City of Santa Fe, NM's system which include City of Santa Fe, NM's modified software and interfaces.	Advanced
42	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
43	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
44	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
45	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
46	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
47	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and City of Santa Fe, NM during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
48	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
49	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by City of Santa Fe, NM.	Advanced
50	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
51	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Attachment "B"

Definitions

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

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

City means the City of Santa Fe, New Mexico.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine- readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Data Storage Fees means the fees associated with the storage of Data by Contractor on behalf of the Customer as set out in an Exhibit to this Agreement.

Data Storage Limit means the amount of Data storage purchased by City as specified in an Exhibit to this Agreement.

Data Export Fees means the fees associated with the export or download of Data from Contractor by City as set out in an Exhibit to this Agreement.

Days means calendar days.

Documentation means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in reasonable accordance with the relevant Documentation.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Fees means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in any Exhibit to this Agreement. All Fees paid are nonrefundable, except as expressly set forth herein.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Personal Information means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Products and Services Schedule refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule without the express written consent of both parties.

Professional Service(s) means those implementation, training, consulting, data conversion and professional service(s) provided by the Contractor Professional Services team as further described in this Agreement and Schedules.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of City (or that City authorizes Contractor to obtain from the Services Professional Services Data includes Support Data.

Professional Services Fees means the Professional Service(s) fees set out in a Statement of Work to be paid by City for the Professional Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Services or **Software Services** each means the web-based service(s) to be provided by or on behalf of Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Contractor's service providers and the delivery of exclusive access via the Internet to City to use the Software granted to City pursuant to this Agreement.

Shall, Will, or Must means a mandatory requirement.

Software Programs or **Software** means the Base Programs and Custom Programs. This definition does not include Third Party Components

Third Party Components or **Third Party Software** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Contractor or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any Third Party Components that is required to be obtained by City directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Contractor in accordance with the terms of this Agreement).

Update means any published changes, additions or corrections to the Software that primarily include a legislative change. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

Upgrade is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

User means any employee of City or any of City's agents who are authorized by City in writing to access and use the solution.

Attachment “C”

Terms for Provision of Services

- 1. Services Under Schedules.** Contractor will perform and deliver Services described in this Agreement and any Schedules or Statements of Work hereto, in reasonable accordance with the milestones, delivery dates, specifications and requirements as set forth herein.
 - a. Contractor shall provide all facilities, equipment, and software required to make the Software Services available. Contractor shall have the right to manage all resources used in providing the Software Services, as Contractor deems appropriate.
 - b. Contractor reserves the right to have mutually agreed upon additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Contractor shall inform City of such criteria but Contractor shall be free to implement such criteria at any time without prior written warning to the City and/or to Users. Where Users do not accept such and/or agree to such criteria, Contractor reserves its rights to not grant to such Users access to the Software Services. Contractor reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
 - c. Contractor shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software. City, not Contractor, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.
 - d. City agrees to comply with all Contractor security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for City's internal use only and City may not sell, transfer or sublicense them to any other entity or person except that City may disclose its private key to its agents performing work on its behalf. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. City agrees to notify Contractor in writing if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Contractor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

- e. City is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Contractor from time to time for Users; and (iii) informing Contractor of any information about Users' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Contractor's ability to provide the Software Services as contemplated by this Agreement.

2. General License. Subject to the terms and conditions of this Agreement, including without limitation, payment by City of all Fees, Contractor hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services. As between Contractor and City, Contractor reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

3. Reports. As agreed between the parties and specified in Attachment A and Attachment C, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in Exhibit A and Attachment C, and any other information reasonably requested by City.

4. Terms Specific to Professional Services. Contractor agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Professional Services") for the City in accordance with the relevant Statement of Work:

- a. Oversee and implement the conversion from the City's existing software applications to Contractor's Software.
- b. Install the Software for City's use and perform necessary setup and configuration operations.
- c. The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.
- d. Contractor shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Contractor will consult with the City on its methodology, manner and means. While Contractor **will** consider the City's input regarding staffing and other decisions, as an independent contractor, Contractor **will** have sole control of its staffing and other key decisions related to its performance hereunder.
- e. Conduct on City's Premises -- The Professional Services shall be performed with the City's full cooperation as agreed, whether on the premises of the City or at an alternative location. When working on the City's premises, Contractor personnel shall observe the City's administrative and ethics codes relating to the security,

access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

- f. Inquiries by City -- Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from the City.
- g. Independence -- As an independent consultant, City retains Contractor and its employees and agents on an independent contractor basis and not as an employee.

- h. Coordination of Services -- Contractor agrees to coordinate with City staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.

- i. Contractor **will** provide training as follows:

- In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructor(s).
- City shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
- On-line reference Documentation is delivered with each release. City may print or copy this Documentation solely for its internal use.
- Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services.

City will be billed for any non-recoverable direct costs incurred by Contractor that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, City hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If upon Contractor arrival, the City has not completed required tasks for such visit, then the City will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Contractor's discretion. If additional Professional Services are required because the City was not adequately prepared, Contractor will provide a to the City for said Professional Services.

- 5. Activation and Installation.** Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of

the Services are and shall be the responsibility of Contractor.

- 6. City Data.** Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City it is specifically understood that any additional charges shall be mutually agreed upon in the statement of work. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data. Subject to the terms and conditions of the Agreement, City grants to Contractor, its service providers (as applicable) and licensors a world-wide, non- exclusive, royalty-free license to access, use and otherwise process City Data for the purpose of performing the Services hereunder. Except as specified in this Agreement, Contractor may not access the City Data for any other purpose without the express written consent of City.
- 7. Affiliates.** City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates.
- 8. Intellectual Property; Further Assurances.** Contractor represents and warrants that it is the owner of or has the legal right to provide the access and use rights and documentary license granted under this Agreement. Intellectual Property Rights licensed to City do not, as of the Effective Date, infringe Intellectual Property Rights owned or held by others. Promptly upon written request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the rights granted under this Agreement. The rights granted under this Agreement shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.
- 9. Restrictions on Use**

 - a. City shall not, and will not engage, direct or authorize any third party to:

 - (i) use the Software or the Services for any purpose other than in connection with City's primary business or operations;
 - (ii) disassemble, decompile, reverse engineer, defeat license encryption

mechanisms, or translate any part of the Software or Services, or otherwise attempt to reconstruct or discover the source code of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation;

(iii) modify or create derivative works of the Software;

(iv) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Contractor; or

(v) take any actions that would cause the Software or Services to become subject to any open source or quasi-open source license agreement.

- b. Software and related materials supplied by Contractor are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.
- c. City may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. City shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes. City shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly or through negligence allow access to any competitor of Contractor.
- e. City shall not knowingly or through gross negligence transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or

otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Contractor or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and City shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

- f. City shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Software Services that allow City to use it in certain ways, or disrupt or violate the security or integrity of any device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and City may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:
 - i. Monitoring or Crawling. Unauthorized monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
 - ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
 - iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
 - iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers
 - v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- g. City shall not use the Software Services in any situation where failure of the Services

could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

- h. City will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
- i. Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed).
- j. The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by City.
- k. The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by City.
- l. Contractor may immediately suspend, restrict or limit City's access to all or any portion of the Software Services if Contractor reasonably determines:
 - i. That City's or any of its Users' has engaged in or is likely to engage in any prohibited conduct described herein and such conduct:
 - a. poses a security risk to the Software Service or any third party,
 - b. poses any risk of any kind or nature to Contractor's or its service provider's business or other customers;
 - c. could adversely impact Contractor's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
 - d. could subject Contractor, its service provider or their respective affiliates or any third party to liability, or
 - e. could be fraudulent;
 - ii. City is in breach of its payment obligations for the Annual Subscription Fees.

Contractor **will** use reasonable efforts to notify City of the suspension, restriction or limitation to city's access to the Software Services unless Contractor reasonably believes that an immediate suspension is required and **will** restore City's access to the Service after Contractor has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Contractor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Software Services that Contractor determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Contractor or its service provider's network, business or other customers. In the event that Contractor suspends City's right to access or use all or any portion of the Software Services, City remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (if applicable under Exhibit "C" to this Agreement or otherwise) for any period of suspension.

10. Third Party Components. City acknowledges that in order to provide the Services, Contractor may be required to purchase access to Third Party Components. City agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Exhibit "D" to this Agreement. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Contractor and its service providers as of the date hereof including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Contractor to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Contractor's control, then (a) Contractor shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Contractor may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components. If any of the terms and conditions of Contractor's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Contractor may modify the terms and conditions of this Agreement effective immediately upon written notice to City. Notwithstanding the foregoing, in event that Contractor is unable to provide the Services as a result of the unavailability of Third Party Components OR City is either unwilling or unable to agree to modifications or changes made to the terms and conditions of this Agreement or the additional terms and conditions of Third Party Components pursuant to this provision, City shall have the right to terminate this Agreement immediately upon written notice to Contractor without liability to Contractor, except that City shall remain obligated to pay for fees incurred as of date of termination less any credits owed by Contractor.



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Complete this form in its entirety!

Date: 07/25/2024

Prepared By: Carla Monroe

Email: cdmonroe@santafenm.gov

Phone #: 505-504-8240

Description of Goods/Service to be Procured (short title):

Advanced Utility Billing System

Vendor Name: Advanced Utility Systems

Address: 8133 Warden Avenue Suite 700

City: Markham

State: ON

Zip Code: L6G 1B3

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Maintenance

*Estimated Cost: 3,493,560.00

Term of Contract:

2 Year agreement plus annual support

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:

example: 12 MONTHS, 15 LICENSES, ETC.

24 months of implementation

Conversion: Choose an item.

Org / Object: 5110351.510310

Place checkmarks to affirm you agree and have included these documents:

- ☒ The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- ☒ Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- ☒ If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- ☒ There is only one source for the required service, construction, or item of tangible personal property.
- ☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- ☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough **scope of work** for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The current Utility Billing System (UCIS) is over 20 years old and is no longer in compliance with the current city Standards. UCIS no longer has Vendor support and does not enable a consistent billing process.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The need to have a versatile utility system that can seamlessly connect to external programs & allows COSF End Users to use one system to complete dynamic tasks.

3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.

The vendor has unique experiences with Utility Billing system upgrades. Advanced is the only company authorized to install & maintain CIS Infinity. Additionally, the Vendor has completed over 55% of the system implementation. Derailing from Advance's progression would result in an increase in cost and a prolonged project timeline.



City of Santa Fe, New Mexico



4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Advanced is the only company legally authorized to implement and maintain the CIS Infinity System. Releasing **Advanced** and locating a similar system would lead to a massive increase in cost for this current Utility Billing System Project.

5. See attached document from vendor.



City of Santa Fe, New Mexico



App.

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Aug 7, 2024

Department Approval by:

John Dupuis (Aug 5, 2024 16:20 MDT)

John Dupuis, Department Director

Date: Aug 5, 2024

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Sep 12, 2024

July 23, 2024

Sent via email.

Mr. John Dupuis

Public Utilities Director

City of Santa Fe

801 West San Mateo

Santa Fe, New Mexico 87505

Dear Mr. Dupuis

Advanced Utility Solutions is an unincorporated division of N. Harris Computer Corporation (“Advanced”) offers complex and carefully configured software systems that are tailored to meet a customer’s needs, and the City of Santa Fe has been a customer of Advanced for almost a decade. The CIS Infinity software currently deployed at Santa Fe is simply not fungible with any other software system. No person or entity other than Advanced has the rights or the technical capacity to deliver such a system. Indeed, Advanced is the only company authorized to install and maintain the CIS Infinity as configured for Santa Fe, and no other company can execute the current and pending Statements of Work for that solution.

Creating a complex integration for Santa Fe has taken time, money, and resources. CIS Infinity is provided by Advanced with the sole ability to deliver the product. CIS Infinity is a comprehensive system to handle various utility needs with a proprietary code base that allows for a multitude of complex scenarios to be accommodated within a single product. Advanced also offers an API that provides the ability to integrate with virtually any system as well as a team that is adept at providing a high level of service that caters specifically to the utilities market.

The current solution provides the ability to bring multiple departments within a single area for billing and will provide the ability to be better aligned and track the various components throughout the city and our solution is inclusive of the payment processing solution.

Sincerely,



Stanley Lawrence, Jr, Vice President of Professional Services
Advanced Utility Systems
slawrence@advancedutility.com

Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

CIS Infinity V4 Utility Billing Services and Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Advanced Utility Systems, A Business Unit of N. Harris Computer Corporation** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

See Attachment "B" hereto, "Definitions"

2. **Scope of Work**

A. The Contractor shall perform the following work:

See Statement of Work appended hereto as Attachment "A".

B. Services shall be performed pursuant to the terms and conditions set forth in Attachment "C".

3. **Compensation**

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

The total compensation under this Contract shall not exceed \$3,493,560 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

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

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

or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY.

The term

of the Agreement shall be as set forth in the Master Agreement (an initial five (5) year term with possible 4 one-year extensions).

6. **Default and Force Majeure**

The City reserves the right to terminate this Contract in accordance with section 7 of this Contract due to the Contractor's default under this Contract; the City shall otherwise have – subject to any other terms of this Contract - all other remedies available at law for a default by the Contractor . The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

- A. **Termination for Cause.** If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, immediately following receipt of a Default Notice. If the breaching party fails to
- (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
 - (ii) to correct the default within such ninety (90) day period following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- B. **Termination for non-payment.** If City has failed to pay any of the Fees in accordance with this Agreement, then Contractor shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to City.
- C. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

- (i) becomes insolvent;
- (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
- (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

D. Procedure on Termination

- a. All warranties terminate upon the termination of this Agreement.
- b. In the event of termination or expiration of this Agreement:
 - i. All rights to use the Software Services granted to City in this Agreement shall immediately terminate and Contractor will immediately cease to perform or provide the Software Services.
 - ii. City will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Contractor (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
 - iii. Conditional upon City's payment of all Fees that are due to Contractor and unless prohibited by law or the order of a governmental or regulatory body or it could subject Contractor and/or its third-party service provider or their affiliates to liability, Contractor will furnish the City with a copy of City's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Contractor's then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Contractor shall destroy all copies of the Data and delete all Data on the database and an Officer of Contractor shall certify the destruction and deletion to the City. Subject to any legal requirement that Contractor must retain a copy of the Data, Contractor shall not delete the Data for 90 days from the date of termination except:
 - (i) where Contractor has provided the Data to City pursuant to this Subsection; or (ii) where it has received written instructions from City to delete the Data. Following 90 days from the date of termination if City has not communicated with Contractor regarding the Data, Contractor shall have the right to delete all Data at any time as either required by law or as determined by Contractor in its sole discretion. Notwithstanding the foregoing, Contractor shall be permitted to delete all Data without providing notification to City and Contractor shall not be required to adhere to the time frames detailed above where Contractor is required by law to delete such Data. Contractor and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.
 - iv. City shall return to Contractor or at Contractor's option purge or destroy all copies of any Confidential Information of Contractor or the third-party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days.

- E. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

8. **Amendment**

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

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

C. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

9. **Status of Contractor**

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

10. **Assignment and Reorganization.**

Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates or Resellers (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns. Notwithstanding the foregoing, City acknowledges that the fees set out in this Agreement have been established on the basis of the structure of the City as of the Effective Date. To the extent that the City amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, Contractor shall be entitled to receive, and the City shall pay, additional fees based on the then prevailing fee schedules in effect. The provisions of this Section shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this

Section shall not apply where the City undergoes a Reorganization involving only other organizations that already have a valid right to use the same software and the same services as the Software and Software Services being provided to City under this Agreement. Additional fees may apply to any third-party products and services that are subject to additional fees that are not included in the Fees, as indicated in a SOW or Schedule to this Agreement.

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Contract, the Contractor 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.

13. **Ownership of Intellectual Property**

Contractor, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Contractor, its service providers and its licensors reserve all rights not expressly granted to City. Any transfer of intellectual property shall be pursuant to a writing agreed upon between the parties.

14. **Warranty**

- A. The Software and Sublicensed Software will substantially perform as described in the specifications set out in the Documentation and Sublicensed Documentation, respectively, for a period of ninety (90) days from the Completion of Services if the Software and Sublicensed Software are used in accordance with the Documentation and Sublicensed Documentation, respectively, the terms of this Agreement and where the City has the Required Programs and the hardware meets the requirements. The City's sole recourse in the event the Software or Sublicensed Software do not conform to the foregoing warranty is the repair and replacement of the Software or Sublicensed Software, as applicable.
- B. In the event an error is discovered in the Software or Sublicensed Software outside the warranty period and the error can be reproduced by Contractor, provided City has ongoing Support and Maintenance with Contractor pursuant to this Agreement, Contractor will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of this Agreement. Contractor reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Contractor's own choosing.
- C. Contractor warrants that Professional Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner by personnel who are exercise reasonable care and skill in performing their individual tasks.
- D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION

SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. CONTRACTOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments. Any such audit shall take place during normal business hours and no more than once in any twelve (12) month period.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

- A. **Restrictions.** Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. Except as reasonably necessary to affect the goals of this Agreement, a receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation consistent with this Section ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality

restrictions set forth herein, a party may disclose the other's Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

- B. **Exclusions.** Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; is personal information; or (v) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor's Confidential Information as required to satisfy any request by any governmental or regulatory body.
- C. **Legal Requirements.** If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may at its expense seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.
- D. **Disposition of Confidential Information on Termination or Expiration.** Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.
- E. **Privacy.** For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

20. **Conflict of Interest**

- A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the Sole Source # _____ and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or

be otherwise subjected to discrimination under any program or activity performed under this 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.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this 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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, 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.

28. **Limitation of Liability**

- (i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 37 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, BOTH PARTIES AGREE THAT CONTRACTOR'S AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ALL FEES PAID TO CONTRACTOR BY THE CITY UNDER THIS AGREEMENT.
- (ii) IN ADDITION TO THE FOREGOING, CONTRACTOR AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

- (iv) CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS NOT ATTRIBUTABLE TO CONTRACTOR.

29. **Incorporation by Reference and Precedence**

The following exhibits are made a part of this Agreement and are incorporated by reference:

Attachment A - SOW

Attachment B - Definitions

Attachment C - Services

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Attachment B- Definitions; (3) Attachment A—SOW (including pricing); (4) Attachment C, Services; and (.

30. **Workers' Compensation**

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

31. **Service and Support**

A. Service Levels. Contractor shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "C" and as outlined in any relevant SOW or other Exhibit hereto. Any Contractor liability to City, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "C", is set forth in said Schedule. Any request for credit must be made of Contractor within 15 days of the Service interruption or is waived. The Contractor reserves the right to suspend the Software Services for maintenance, updates, and other internal requirements. The Contractor shall use commercially reasonable efforts to keep such suspensions to less than six hours every thirty days unless it is an emergency or critical maintenance issue.

B. Support Services. Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Exhibit "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Contractor' reasonable discretion. Contractor shall supply all Upgrades to City at no additional charge other than the payment of ongoing annual Fee. Upgrades may require additional services to be performed by Contractor outside of the scope of those services provided by Contractor,

including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Contractor's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

32. **Acceptance**

Acceptance is as set forth in applicable SOWs.

33. **Insurance**

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

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

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

C. Broader Coverage and Limits. 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 shall endeavor to provide 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticability of Performance**

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

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

C. The foregoing states Contractor's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

D. City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

E. The indemnity provisions of this Section 37 shall not apply to Third Party Software.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

40. **Cooperative Use Agreement**

In addition to the City and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered in person, courier, either US mail, First Class or certified, return receipt requested, postage prepaid or seven (7) business days after being mailed.

To the City:

City of Santa Fe

ATT: Nancy Jimenez, Utility Billing Director

801 West San Mateo Rd.

Santa Fe, NM

87501

To the Contractor:

Advanced Utility Systems Suite 100

ATT: Sean Sykes, SVP Business Development

1 Antares Drive

Ottawa, ON Canada

K2E 8C4

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

To the City:

City of Santa Fe

ATT: Nancy Jimenez, Utility Billing Director

801 West San Mateo Rd.

Santa Fe, NM

87501

To the Contractor:

Advanced Utility Systems Suite 100

ATT: Sean Sykes, SVP Business Development

1 Antares Drive

Ottawa, ON Canada

K2E 8C4

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:

CITY MAYOR - Alan Webber



CHIEF FINANCIAL OFFICER – Todd Richardson

DATE: _____

DATE: August 5, 2024

NMBTIN# 03-2064497-00-7

City of Santa Fe Business License # 129788

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

Attachment “A”

Statement of Work



I. City of Santa Fe, NM

Scope of Work

II. For the Implementation of:

CIS v4 and Customer Engagement Portal

July 24, 2024

SOW Valid Until JuAugusts 31, 2024

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Introduction

The project is defined as the implementation of Infinity CIS by Advanced Utility Systems (“Advanced”) for the City of Santa Fe, NM. The implementation is for Infinity CIS Version 4 (“v4”) to be completed, Advanced’s comprehensive customer information and utility billing software.

This document describes the Scope of Work (“SOW”) to be delivered by Advanced and defines the principal activities and deliverables of both Advanced and the City of Santa Fe, NM, for this project.

The project, as outlined in this Scope of Work (“SOW”), encompasses all aspects of the City of Santa Fe, NM’s Infinity CIS v4 implementation, including but not limited to project management, requirements gathering, data integrity and clean-up, data conversion, configuration including interfaces, and training.

City of Santa Fe, NM Points of Contact

Primary Point of Contact (POC):

Name	
Title	
Organization	
Address	
Phone	
Email	
Website	

Other Contact(s):

Name	
Title	
Organization	
Address	
Phone	
Email	
Website	

Project Scope

Advanced and City of Santa Fe, NM agree to cooperatively manage the cost, schedule, and scope of the project. The project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS v4 to City of Santa Fe, NM:

1. Project Management
2. Discovery Workshops (Functional, Interface and Modifications, Reports and Bill Print)
3. Conversion of data from a single legacy system to Infinity CIS v4
 - Data extraction will be performed by a third party and provided in a defined format to Advanced.
 - Advanced recommends a 5-year cut-off for data to be converted to Infinity CIS v4. Advanced will continue the project with all years provided we receive the same format as all previous conversion passes.
4. Data refreshes (Initial, Functional, ITC, UAT, Go-Live)
5. Onsite Core Team Training
6. Onsite or optional Remote web-based End User Training
7. Implementation of interfaces as identified in Task 2
8. Technical Support
9. Infinity CIS v4 will be deployed on an on-premise environment.
10. REST API

Definitions

Name	Definition
Baseline Accounts	A cross-selection of account types and services that are used for testing purposes in the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by the City of Santa Fe, NM.
CIS	Customer Information and Billing System.
Infinity CIS	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
City of Santa Fe, NM Owned Control Forms	Configuration areas of the system that are the responsibility of the City of Santa Fe, NM (including but not limited to service orders, actions, letters, security, and admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of the City of Santa Fe, NM on the generic CIS Solution
Defect - High	<p>A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function.</p> <p>High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.</p>
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed-upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact City of Santa Fe, NM's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the City of Santa Fe, NM Core Team to City of Santa Fe, NM employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
Legacy Data System	City of Santa Fe, NM's current customer information and billing system to be replaced by Infinity CIS v4.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with City of Santa Fe, NM's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the City of Santa Fe, NM's Project Manager.
3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Santa Fe, NM's Project Manager.
4. Advanced will participate in weekly reviews with City of Santa Fe, NM's project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by City of Santa Fe, NM's Project Manager.
6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to City of Santa Fe, NM's Project Manager as necessary.
8. Advanced will resolve deviations from the Project Schedule.
9. Advanced will monitor the project to ensure that support resources are available as scheduled.
10. Advanced will coordinate and oversee the installation of all Advanced licensed software.
11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on City of Santa Fe, NM's supplied hardware and will support the production environment throughout the implementation and both environments after implementation and go live. One (1) development environment will be provided at the City of Santa Fe, NM's request for use during the implementation only.
12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v4 side of the interface).
13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

City of Santa Fe, NM Responsibilities:

1. City of Santa Fe, NM will provide the information required to configure and convert data into the CIS Solution.
2. City of Santa Fe, NM will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. City of Santa Fe, NM will designate a Project Manager who will manage the efforts of City of Santa Fe, NM Project Team and/or staff and coordinate activities with the Advanced's Project Manager.
4. City of Santa Fe, NM's Project Manager must ensure that City of Santa Fe, NM's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
5. City of Santa Fe, NM's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.
6. City of Santa Fe, NM will review current business practices, consider and/or adopt new business practices as needed.
7. City of Santa Fe, NM will provide timely responses to critical issues raised by the Advanced's Project Manager.
8. If this SOW requires on-site presence, City of Santa Fe, NM will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a whiteboard and markers, flip chart, projector (or similar presentation technology), conference phone, and internet connection.
9. If this SOW requires on-site presence, City of Santa Fe, NM shall establish a training/testing room that will provide space, computers (with necessary software), and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, projector (or similar presentation technology), conference phone and internet connections.
10. City of Santa Fe, NM will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.
11. City of Santa Fe, NM Staff will attend scheduled training sessions.
12. City of Santa Fe, NM will perform testing as required, including functional testing, integration testing, and user acceptance testing, and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
13. City of Santa Fe, NM will perform manual cutover tasks identified in the data conversion and the cutover plan.
14. With support from Advanced, City of Santa Fe, NM will be responsible to create, configure and test all City of Santa Fe, NM Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training City of Santa Fe, NM on the same.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost will be firm for the services identified herein through the project's duration of 16 months and 2 months of post-implementation support. Advanced has agreed to complete the implementation within 16 months. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.
3. City of Santa Fe, NM recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
4. Staffing issues will be resolved between City of Santa Fe, NM and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
5. City of Santa Fe, NM will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:
 - i) City of Santa Fe, NM will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.
 - ii) Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost.
 - iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
6. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the requirements.
7. City of Santa Fe, NM will empower City of Santa Fe, NM's project team members to make decisions related to configuration and business processes. For some key decisions City of Santa Fe, NM team may be required to elevate the decision process to the executive team. City of Santa Fe, NM will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
8. City of Santa Fe, NM and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.
9. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

10. All City of Santa Fe, NM and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
11. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.
12. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but City of Santa Fe, NM will approach each opportunity from this perspective.

In the event that City of Santa Fe, NM rejects any of Advanced's Best Practices recommendations, City of Santa Fe, NM will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about City of Santa Fe, NM's requested functionality, and City of Santa Fe, NM's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

13. When onsite Advanced agrees to work within City of Santa Fe, NM standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project-related administrative activities, including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City of Santa Fe, NM PM will provide oversight and guidance to City of Santa Fe, NM staff to ensure successful completion of City of Santa Fe, NM led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and City of Santa Fe, NM will partner together for successful project execution. Project Initiation will involve all members of the Advanced and City of Santa Fe, NM project team. Prior to the remote Project Kickoff meeting, Advanced and City of Santa Fe, NM will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the City of Santa Fe, NM review the Infinity CIS v4 implementation documentation prior to the Project Kickoff meeting.

The Project Schedule for City of Santa Fe, NM identifies the activities, deliverables and resources required for the successful implementation of Infinity CIS v4. The Advanced PM and the City of Santa Fe, NM PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). City of Santa Fe, NM is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the City of Santa Fe, NM PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of City of Santa Fe, NM and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

a. *Change Control Process*

Advanced will coordinate a joint effort with City of Santa Fe, NM to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to City of Santa Fe, NM. Appropriate sign-off channels will be developed for Change Order approval. There will be a minimum of \$10,000 per change request to account for initial research and scoping efforts.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.

Advanced will use various methods to communicate regularly with City of Santa Fe, NM including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with City of Santa Fe, NM Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact the project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	<ul style="list-style-type: none">• Weekly Status Meeting and Report• Monthly Project Progress Summary
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Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe, NM and Advanced. The quarterly sponsor review meeting will assess progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by the City of Santa Fe, NM and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	<ul style="list-style-type: none">• Quarterly Sponsor Review
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Task 2 – Infinity CIS v4 Interfaces

This task covers the Infinity CIS v4 interfaces to existing City of Santa Fe, NM systems, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of City of Santa Fe, NM and are not in scope.

Advanced will document the status of development, whether conducted by City of Santa Fe, NM or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces is implemented within Infinity CIS v4.

These interfaces will require efforts from Advanced, and potentially City of Santa Fe, NM staff or a third-party vendor, to support the specific requirements. The specific system Modifications required to support a specific interface will be determined during the Interface Discovery workshop. The process for delivery will follow sections 3.1 and 3.8.

b. *Subtask 2.1.1 – Virtuoso Collection Agency (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export between CIS Infinity and City of Santa Fe, NM's Virtuoso Collection Agency Software to be finalized with changes from 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

c. *Subtask 2.1.2 – Beacon AMI Meter Reading (Two-way Flat File)*

Infinity CIS v4 will support a two-way flat file *.csv as previously delivered and approved.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

d. *Subtask 2.1.3 – Postal Pros Final Bill Notices Letters Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

e. *Subtask 2.1.4 – Postal Pros Lien Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

f. *Subtask 2.1.5 – Postal Pros LIC Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved with address field to be updated by AUS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

g. *Subtask 2.1.6 – General Ledger (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting. A new scoping session will be needed for use of the Tyler API with MUNIS A/R module.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

h. *Subtask 2.1.7 – Accounts Payable (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

i. *Subtask 2.1.8 – Embedded GIS (Embedded URL to City of Santa Fe’s GIS Maps)*

Infinity CIS v4 will support an embedded URL to the City of Santa Fe’s GIS maps. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

j. *Subtask 2.1.9 – GIS Service Address Validation (One-way Import from GIS to CIS Address Lookup Table)*

Infinity CIS v4 will support an import from GIS to the CIS address lookup table. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

k. *Subtask 2.1.10 – Water Meter Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

l. *Subtask 2.1.11 – Water Meter Remote Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

m. *Subtask 2.1.12 – Wells Fargo Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

n. *Subtask 2.1.13 – Wells Fargo E-Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

o. *Subtask 2.1.14 – Mars Payment Import (One-way Flat File Import)*

Infinity CIS v4 will support an import from MARS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

p. *Subtask 2.1.15 – Wells Fargo ACH (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export to Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

q. *Subtask 2.1.16 – Delinquent IVR Outbound File (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export for Delinquent IVR. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Reports

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Any additional custom reports will need to be reviewed and actioned by City of Santa Fe, NM. Should City of Santa Fe, NM desire Advanced to convert any additional custom reports, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Subtask 2.4 - Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. Third-Party Payment Processor

Real-Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Paymentus or Invoice Cloud. City of Santa Fe, NM must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to implement the City of Santa Fe, NM's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the City of Santa Fe, NM Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning on hardware supplied by City of Santa Fe, NM (on-premise)
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of Infinity CIS v4 via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the City of Santa Fe, NM's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	<ul style="list-style-type: none">• Project Kickoff Meeting• Initial Project Schedule• Training Course Agenda• Issues Tracking Tool Overview• Project Team Contact List
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Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and City of Santa Fe, NM
✓ Transition discussion from Sales to Professional Services	Advanced and City of Santa Fe, NM

✓ Project Team identified	Advanced and City of Santa Fe, NM
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Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and City of Santa Fe, NM
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Functional Discovery Analysis

Advanced will review the detailed data and business requirements of City of Santa Fe, NM. This analysis will provide an association between City of Santa Fe, NM's business practices and the required Infinity CIS v4 configuration.

The Functional Discovery Analysis phase will be led by Advanced and broken out into functional workshops. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

r. Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and City of Santa Fe, NM will identify the necessary City of Santa Fe, NM staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. Foundation

Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.

2. Billing

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

3. Rates

Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers .

4. Cashiering

Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing.

5. Collections

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	<ul style="list-style-type: none">• Functional Discovery Workshop• Functional Discovery Document
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Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts and sample files, All As Is Process Flows gathered	City of Santa Fe, NM

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ City of Santa Fe, NM Core Team and/or SME's attendance at Functional Workshop	City of Santa Fe, NM
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.3 – Phase 3 – Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with City of Santa Fe, NM will identify necessary City of Santa Fe, NM staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe, NM all interfaces identified in Task 2, to be developed in Infinity CIS v4.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to City of Santa Fe, NM to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by City of Santa Fe, NM. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with City of Santa Fe, NM remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	<ul style="list-style-type: none">• Interface Discovery Agenda• Interface Discovery Workshop• Interface Discovery Summary• Use Case Document(s)
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Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface Discovery Agenda delivered	Advanced
✓ 3 rd Party Vendor participation secured (if applicable)	City of Santa Fe, NM
✓ Staff SME participation secured	City of Santa Fe, NM

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	City of Santa Fe, NM
✓ Interface Discovery Summary Document delivered	Advanced
✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.4 – Phase 4 – Other Discoveries

s. Subtask 3.4.1 – Reports Discovery

Any custom report built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these reports.

Advanced will conduct a Reports Discovery Workshop for any custom reports requirements. This workshop will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.3 – Deliverables

Subtask 3.4.1 Deliverables	<ul style="list-style-type: none">• Reports Discovery• Reports Analysis Spreadsheet
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Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all City of Santa Fe, NM's reports one month prior to scheduled Reports Discovery Workshop	City of Santa Fe, NM
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	City of Santa Fe, NM
✓ Determination of custom reports delivered in CIS	Advanced

t. *Subtask 3.4.2 – Notices & Receipt Discovery*

Advanced will implement the Electronic Bill Print (EBP) as part of the Infinity CIS v4 implementation. Any custom notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these changes.

Advanced will conduct a Notice Discovery Workshop for any custom notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	<ul style="list-style-type: none">• Discovery Workshop• Specifications
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Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Agenda for Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	City of Santa Fe, NM

Subtask 3.4.2 – Exit Criteria

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	City of Santa Fe, NM

✓ Specifications Document delivered	Advanced
✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

u. Subtask 3.5.1 - Infinity CIS v4 Initial Conversion, Data Validation and Testing

Advanced will take on the added task of extraction and manipulation of the City of Santa Fe, NM's single legacy data system to be converted into Infinity CIS v4. This will include 5 passes and add an addition 6 months to the project timeline. Advanced will require direct access to pull data from the legacy system as well as access to key personnel to answer questions around any parsing, merging, and concatenation that may be required to support the data conversion process through workshops.

Once the client legacy data cleanup process is complete and Advanced is provided with the data in the pre-defined format, Advanced will convert City of Santa Fe, NM's legacy data and load into City of Santa Fe, NM's Infinity CIS v4 Environment.

Advanced will supply a data validation report confirming Legacy System and Infinity CIS v4 systems are in balance and will release the system for testing by City of Santa Fe, NM.

The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

Advanced is responsible for converting/configuring

- All billing formulas required by City of Santa Fe, NM in Infinity CIS v4
- Current receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing) City

of Santa Fe, NM is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Conversion City of Santa Fe, NM will select a group of Baseline Accounts. Baseline Accounts provide City of Santa Fe, NM's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal"

accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in City of Santa Fe, NM's Baseline Accounts, as applicable.

As part of the Initial Conversion, City of Santa Fe, NM will undertake testing of the Infinity CIS v4 conversion. City of Santa Fe, NM's project manager will coordinate the completion of the Infinity CIS v4 conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Conversion testing (and subsequent test phases), Advanced will access City of Santa Fe, NM's server in order to upload data corrections, with the assistance of City of Santa Fe, NM's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

<p>Subtask 3.5.1 Deliverables</p>	<ul style="list-style-type: none"> • Advanced to extract and manipulate legacy data prior to import • Advanced Convert legacy database to Infinity CIS v4 database • Advanced Review and deliver initial V4 data conversion load with City of Santa Fe, NM • Advanced Time the process to convert and load data • Advanced Configure generic Information Bars • City of Santa Fe, NM Review and approve the Data Validation Report • City of Santa Fe, NM Run reports currently used by City of Santa Fe, NM for balancing legacy system and V4 to confirm versions are in balance • City of Santa Fe, NM Load refreshed Infinity CIS v4 test database onto hosted secure storage (required for troubleshooting and billing formula conversion) • City of Santa Fe, NM Identify Baseline Accounts for testing • City of Santa Fe, NM Create test scripts and share with Advanced
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Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide 4 weeks of Core Team Training to the City of Santa Fe, NM Core Team.

Core Team Training will be conducted onsite and remotely via WebEx for the core team following the initial Infinity CIS V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS v4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	<ul style="list-style-type: none">• Standard Infinity CIS v4 Training Agendas• Completion of Instructor-Led remote or onsite Core Team Training
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Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	City of Santa Fe, NM
✓ Infinity CIS v4 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Instructor-Led remote or onsite Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	City of Santa Fe, NM

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once City of Santa Fe, NM has signed off on the specifications and acknowledged as in scope. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.8 Deliverables	<ul style="list-style-type: none">• Custom Reports Specification, Development & Delivery (if applicable)
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Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	City of Santa Fe, NM
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced

✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM
✓ Custom Report(s) Delivery at start of ITC	Advanced

✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	City of Santa Fe, NM
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Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, City of Santa Fe, NM will be notified that the interface is ready to be released and available for testing or City of Santa Fe, NM will be notified that the interface is ready to be released and deployed in City of Santa Fe, NM's environment through an executable or build.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	<ul style="list-style-type: none"> • Interfaces are ready for City of Santa Fe, NM to test
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Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces Discovery	City of Santa Fe, NM
✓ 3 rd Party Vendor participation in Interface Discovery process (if applicable)	City of Santa Fe, NM

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable)	City of Santa Fe, NM

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe, NM with generic test scripts. Modification of test scripts to match City of Santa Fe, NM's specific business scenarios is the responsibility of City of Santa Fe, NM. From the test scripts City of Santa Fe, NM will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and City of Santa Fe, NM will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data

conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City of Santa Fe, NM. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and City of Santa Fe, NM staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the City of Santa Fe, NM Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

City of Santa Fe, NM will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City of Santa Fe, NM will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	<ul style="list-style-type: none">• Functional Test Data Conversion Refresh and Validation Report• Rates Testing Matrix
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Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and City of Santa Fe, NM
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Executed Contract with Payment Processor	City of Santa Fe, NM

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date	Advanced
✓ Backup and Restore Site Failover Testing	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by City of Santa Fe, NM to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all City of Santa Fe, NM Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.10.2 Deliverables	<ul style="list-style-type: none">• ITC Data Conversion Refresh and Validation Report• ITC Build Release for Modifications
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Subtask 3.9.2 – Entry Criteria ITC

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	City of Santa Fe, NM

✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
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✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ City of Santa Fe, NM Owned Control Forms 60% complete which must include Service Order Types	City of Santa Fe, NM
✓ City of Santa Fe, NM AUS Preferred Payment Processor set up complete and ready for integration testing with Infinity CIS v4 and Infinity CEP	Advanced

Subtask 3.9.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% (or agreed upon threshold) of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ City of Santa Fe, NM Owned Control Forms 90% (or agreed upon threshold) complete	City of Santa Fe, NM
✓ AUS Preferred Payment Processor configuration complete and ready for UAT	Advanced

Subtask 3.9.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe, NM to select the integration test scripts that will be used during UAT.

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase provide evidence that Infinity CIS v4 capabilities have been properly integrated and tested in City of Santa Fe, NM's test environment. Advanced will work with City of Santa Fe, NM to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.10.3 Deliverables	<ul style="list-style-type: none"> • UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
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Subtask 3.9.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing completed and signed off	City of Santa Fe, NM
✓ System Code Freeze	Advanced
✓ Final review of City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM

Subtask 3.9.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	City of Santa Fe, NM
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM
✓ Regression and stress test executed successfully	City of Santa Fe, NM
✓ Successful testing of Payment Processor	City of Santa Fe, NM

Subtask 3.10 – Phase 10 – End User Training

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase
Advanced will provide 3 weeks of Infinity CIS v4 End User training to City of Santa Fe, NM to secure a working
knowledge of Infinity CIS v4. As part of the Training Plan, Advanced will work with City of Santa

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe, NM staff attendance needs.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with City of Santa Fe, NM availability to answer participant questions pertaining to City of Santa Fe, NM business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe, NM will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	<ul style="list-style-type: none"> • Completion of Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form
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Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	City of Santa Fe, NM
✓ End User Training Schedule created	Advanced and City of Santa Fe, NM

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	City of Santa Fe, NM

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

City of Santa Fe, NM will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City of Santa Fe, NM shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and City of Santa Fe, NM to

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify transition the CIS Solution to City of Santa Fe, NM production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained, and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release from Advanced that documents that the system has been handed to City of Santa Fe, NM in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	<ul style="list-style-type: none"> • Go/No Go Criteria • Cut-Over Plan • Formal City of Santa Fe, NM Authorization to Transition to Live
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Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and City of Santa Fe, NM
✓ City of Santa Fe, NM has invoked Change Management plan (employees, customers, vendors)	City of Santa Fe, NM
✓ End Users trained	Advanced or City of Santa Fe, NM

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	Advanced and City of Santa Fe, NM
✓ Organizational Readiness Plan finalized	Advanced and City of Santa Fe, NM
✓ Go/No Go Meeting	Advanced and City of Santa Fe, NM
✓ Authorization to Go Live	City of Santa Fe, NM
✓ Post Cut-Over List of Tasks	Advanced and City of Santa Fe, NM

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe, NM staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe, NM and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	<ul style="list-style-type: none"> • Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation • AR Summary Details Report • Transaction Code Report • Rates Report
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Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and City of Santa Fe, NM
✓ End Users trained	Advanced and City of Santa Fe, NM
✓ 3 rd Party Vendors communicated and on board	City of Santa Fe, NM
✓ Execution of Organizational Readiness Plan	Advanced and City of Santa Fe, NM
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist City of Santa Fe, NM throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to City of Santa Fe, NM:

- Weekly PM and technical staff meetings to review all high-priority items.

- Remote communications and video conference customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe, NM will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	<ul style="list-style-type: none"> • Monthly Post Live Support Log • Transition to Support
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Subtask 3.13 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Punch List Items resolved	City of Santa Fe, NM and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

*Pricing does not include applicable taxes

Infinity CIS v4 Implementation Professional Services Fees	
Item	Price
Implementation to CIS Infinity V4: <ul style="list-style-type: none"> • Project Management (22 Months – 1.5 Dedicated FTE) • Data Conversion (Full Conversion including data extraction and manipulation) from 1 Legacy System • Configuration • Advanced Standard Reports • Custom Reports • Interfaces • Training • Post Live Support • Customer Testing Assistance 	\$2,175,260.00
Total	\$2,175,260.00

IV & V Implementation Professional Services Fees		
Line Item (Custom Plan Documentation Scope to be Finalized)	Responsible Party	Price
Custom Training Documentation	Advanced	\$197,600.00
Custom Data Design Document	Advanced	\$ 57,000.00
Performance Testing Plan	Advanced	\$ 38,000.00
Requirements Traceability Matrix	Advanced & CoSF	\$228,000.00
Technical Architecture Diagram Review	Advanced	\$38,000.00
Additional Environment Deployment (3 Total Environments)	Advanced	\$15,200.00
Security Plan Review	CoSF to Create / Advanced to Review	\$19,000.00
Implement Transparent Application Performance Monitoring	CoSF to Create / Advanced to Review	\$19,000.00
Create Testing Strategy	Advanced	\$38,000.00
Call Center Training	Advanced	\$38,000.00
Disaster Recovery Plan Review	CoSF to Create / Advanced to Review	\$19,000.00
Document Hardware and Software Specifications	Advanced	\$19,000.00
Total		\$ 725,800.00*

Infinity v4 License Fees	
Line Item	Price
CIS Licenses (Additional 45 Users)	\$ 292,500.00
Total	\$ 292,500.00

Estimated Travel Expenses	
Line Item	Price
100 Onsite visits, each visit is \$3,000/pp*	\$ 300,000.00
Total	\$ 300,000.00

* Travel expenses will be expensed to the City as and when incurred by Advanced team member Note:

Additional services required by City of Santa Fe, NM through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Milestones

Professional Services

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
CT1	SOW Signing	\$ 292,500.00
MP1	Project Management Month 1	\$45,600.00
MP2	Project Management Month 2	\$45,600.00
MP3	Project Management Month 3	\$45,600.00
MP4	Project Management Month 4	\$45,600.00
MP5	Project Management Month 5	\$45,600.00
MP6	Project Management Month 6	\$45,600.00
MP7	Project Management Month 7	\$45,600.00
MP8	Project Management Month 8	\$45,600.00
MP9	Project Management Month 9	\$45,600.00
MP10	Project Management Month 10	\$45,600.00
MP11	Project Management Month 11	\$45,600.00
MP12	Project Management Month 12	\$45,600.00
MP13	Project Management Month 13	\$45,600.00
MP14	Project Management Month 14	\$45,600.00
MP15	Project Management Month 15	\$45,600.00
MP16	Project Management Month 16	\$45,600.00
MP17	Project Management Month 17	\$45,600.00
MP18	Project Management Month 18	\$45,600.00
MP19	Project Management Month 19	\$45,600.00
MP20	Project Management Month 20	\$45,600.00
MP21	Project Management Month 21	\$45,600.00
MP22	Project Management Month 22	\$45,600.00
MP23	Delivery of Business Process Review Workshop	\$40,000.00
MP24	Data Conversion Discovery Workshop 1	\$97,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP25	Data Conversion Discovery Workshop 2	\$97,000.00
MP26	Data Conversion Discovery Workshop 3	\$57,000
MP27	Data Conversion Discovery Workshop 4	\$57,000
MP28	Data Conversion Mapping Document 1	\$97,000.00
MP29	Data Conversion Mapping Document 2	\$97,000.00
MP30	Data Conversion Mapping Document 3	\$57,000
MP31	Data Conversion Mapping Document 4	\$57,000
MP32	Data Refresh #1 Load for Testing	\$57,000
MP33	Data Refresh #2 Load for Testing	\$57,000
MP28	Data Refresh #3 Load (ITC #1)	\$10,000.00
MP29	On the Job Learning ITC 1 Testing	\$15,000.00
MP30	Completion of Integration Testing Cycle 1	\$70,000.00
MP31	Data Refresh #4 Load (ITC #2)	\$10,000.00
MP32	On the Job Learning ITC2 Testing	\$15,000.00
MP33	Completion of Integration Testing Cycle 2	\$70,000.00
MP34	Data Refresh #5 Load (UAT)	\$10,000.00
MP35	On the Job Learning User Acceptance Testing	\$15,000.00
MP36	Completion of User Acceptance Testing	\$50,000.00
MP37	Delivery of End User Training Week 2	\$12,500.00
MP38	Delivery of End User Training Week 3	\$12,500.00
MP39	Delivery of End User Training Week 4	\$12,500.00
MP40	Data Conversion for Go Live	\$10,000.00
MP41	Go Live	\$39,560.00
MP42	Post Live Support Month 1	\$25,000.00
MP43	Post Live Support Month 2	\$25,000.00
MP44	Custom Training Documentation Scope Finalization	\$50,000.00
MP45	Custom Training Documentation Initial Drafts Delivered	\$50,000.00
MP46	Custom Training Documentation Final Drafts Delivered	\$97,600.00
MP47	Custom Data Design Document Initial Draft Delivered	\$27,000.00
MP48	Custom Data Design Document Final Draft Delivered	\$30,000.00
MP49	Performance Testing Plan Initial Draft Delivered	\$19,000.00
MP50	Performance Testing Plan Final Draft Delivered	\$19,000.00
MP51	Requirements Traceability Matrix Initial Draft Delivery	\$100,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP52	Requirements Traceability Matrix Final Draft Delivery	\$128,000.00
MP53	Technical Architecture Diagram Initial Review	\$19,000.00
MP54	Technical Architecture Diagram Final Review	\$19,000.00
MP55	Additional Environment Deployment (3 Total Environments)	\$15,200.00
MP56	Security Plan Initial Review	\$9,000.00
MP57	Security Plan Final Review	\$10,000.00
MP58	Transparent Application Performance Monitoring Plan Initial Review	\$9,000.00
MP59	Transparent Application Performance Monitoring Plan Final Review	\$10,000.00
MP60	Testing Strategy Initial Draft Delivered	\$19,000.00
MP61	Testing Strategy Final Draft Delivered	\$19,000.00
MP62	Call Center Training Delivered	\$38,000.00
MP63	Disaster Recovery Plan Initial Draft Review	\$9,000.00
MP64	Disaster Recovery Plan Initial Final Review	\$10,000.00
MP65	Deliver Hardware and Software Specifications	\$19,000.00
	Total Services	\$ 3,193,560.00

License Fees:

- 100% due on SOW signature

Annual Fees:

Fee Type	Milestone	Invoice Amount
Infinity v4 Platform	100% due on Infinity CIS v4 installation to a non-production environment.	\$124,375
Advanced API (Harris & Preferred Partner integrations)	100% due on installation to a non-production environment	\$24,000

* All ongoing annual costs for on premise solutions subject to a 5% annual escalation or CPI, whichever is greater.

Termination

Unless Advanced and/or City of Santa Fe, NM exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and City of Santa Fe, NM must purchase, services from Advanced for the items defined within this SOW.

If City of Santa Fe, NM and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

City of Santa Fe, NM's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per:



Name: Todd Richardson

Title: Chief Financial Officer

Date: August 5, 2024

City of Santa Fe, NM

Per:

Name:

Title:

Date:

Appendix 1 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and City of Santa Fe, NM. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Monthly Sponsor Meeting	Meeting attended by Advanced and City of Santa Fe, NM Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ City of Santa Fe, NM
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	City of Santa Fe, NM
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines City of Santa Fe, NM resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines City of Santa Fe, NM's testing approach.	Advanced
12	3	3.1	Infinity CIS v4 Server Provisioning	Provisioning of Infinity CIS v4 on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and City of Santa Fe, NM project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS v4 system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide City of Santa Fe, NM with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. City of Santa Fe, NM users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced

19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	City of Santa Fe, NM to provide business process documentation as identified in Subtask 3.2.	City of Santa Fe, NM
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning City of Santa Fe, NM business processes and educating City of Santa Fe, NM about the features and limitations of the software. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
26	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of City of Santa Fe, NM. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by City of Santa Fe, NM and designates those reports that are standard within Infinity CIS v4 and those that require modification.	Advanced
28	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on City of Santa Fe, NM's system.	Advanced
29	3	3.5.1	Baseline Accounts	City of Santa Fe, NM, with Advanced's assistance will identify baseline accounts to be used for testing.	City of Santa Fe, NM
30	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
31	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
32	3	3.5.2	Initial CIS Conversion, Data validation Testing	Advanced will convert City of Santa Fe, NM's legacy data load into City of Santa Fe, NM's CIS Infinity Environment. Advanced will supply a mapping document to Infinity CIS v4 are in balance and will release the system for testing by City of Santa Fe, NM	Advanced
33	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
34	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
35	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
36	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
37	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced

38	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
39	3	3.9.1, 3.9.2, 3.9.3.	System Testing	City of Santa Fe, NM to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	City of Santa Fe, NM
40	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. City of Santa Fe, NM is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of City of Santa Fe, NM.	Advanced
41	3	3.9.2	Build Releases (ITC)	Installation of new builds on City of Santa Fe, NM's system which include City of Santa Fe, NM's modified software and interfaces.	Advanced
42	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
43	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
44	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
45	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
46	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
47	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and City of Santa Fe, NM during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
48	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
49	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by City of Santa Fe, NM.	Advanced
50	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
51	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Attachment "B"

Definitions

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

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

City means the City of Santa Fe, New Mexico.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine- readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Data Storage Fees means the fees associated with the storage of Data by Contractor on behalf of the Customer as set out in an Exhibit to this Agreement.

Data Storage Limit means the amount of Data storage purchased by City as specified in an Exhibit to this Agreement.

Data Export Fees means the fees associated with the export or download of Data from Contractor by City as set out in an Exhibit to this Agreement.

Days means calendar days.

Documentation means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in reasonable accordance with the relevant Documentation.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Fees means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in any Exhibit to this Agreement. All Fees paid are nonrefundable, except as expressly set forth herein.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Personal Information means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Products and Services Schedule refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule without the express written consent of both parties.

Professional Service(s) means those implementation, training, consulting, data conversion and professional service(s) provided by the Contractor Professional Services team as further described in this Agreement and Schedules.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of City (or that City authorizes Contractor to obtain from the Services Professional Services Data includes Support Data.

Professional Services Fees means the Professional Service(s) fees set out in a Statement of Work to be paid by City for the Professional Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Services or **Software Services** each means the web-based service(s) to be provided by or on behalf of Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Contractor's service providers and the delivery of exclusive access via the Internet to City to use the Software granted to City pursuant to this Agreement.

Shall, Will, or Must means a mandatory requirement.

Software Programs or **Software** means the Base Programs and Custom Programs. This definition does not include Third Party Components

Third Party Components or **Third Party Software** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Contractor or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any Third Party Components that is required to be obtained by City directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Contractor in accordance with the terms of this Agreement).

Update means any published changes, additions or corrections to the Software that primarily include a legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

Upgrade is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

User means any employee of City or any of City's agents who are authorized by City in writing to access and use the solution.

Attachment “C”

Terms for Provision of Services

- 1. Services Under Schedules.** Contractor will perform and deliver Services described in this Agreement and any Schedules or Statements of Work hereto, in reasonable accordance with the milestones, delivery dates, specifications and requirements as set forth herein.
 - a. Contractor shall provide all facilities, equipment, and software required to make the Software Services available. Contractor shall have the right to manage all resources used in providing the Software Services, as Contractor deems appropriate.
 - b. Contractor reserves the right to have mutually agreed upon additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Contractor shall inform City of such criteria but Contractor shall be free to implement such criteria at any time without prior written warning to the City and/or to Users. Where Users do not accept such and/or agree to such criteria, Contractor reserves its rights to not grant to such Users access to the Software Services. Contractor reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
 - c. Contractor shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software. City, not Contractor, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.
 - d. City agrees to comply with all Contractor security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for City's internal use only and City may not sell, transfer or sublicense them to any other entity or person except that City may disclose its private key to its agents performing work on its behalf. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. City agrees to notify Contractor in writing if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Contractor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

- e. City is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Contractor from time to time for Users; and (iii) informing Contractor of any information about Users' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Contractor's ability to provide the Software Services as contemplated by this Agreement.

2. General License. Subject to the terms and conditions of this Agreement, including without limitation, payment by City of all Fees, Contractor hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services. As between Contractor and City, Contractor reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

3. Reports. As agreed between the parties and specified in Attachment A and Attachment C, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in Exhibit A and Attachment C, and any other information reasonably requested by City.

4. Terms Specific to Professional Services. Contractor agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Professional Services") for the City in accordance with the relevant Statement of Work:

- a. Oversee and implement the conversion from the City's existing software applications to Contractor's Software.
- b. Install the Software for City's use and perform necessary setup and configuration operations.
- c. The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.
- d. Contractor shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Contractor will consult with the City on its methodology, manner and means. While Contractor **will** consider the City's input regarding staffing and other decisions, as an independent contractor, Contractor **will** have sole control of its staffing and other key decisions related to its performance hereunder.
- e. Conduct on City's Premises -- The Professional Services shall be performed with the City's full cooperation as agreed, whether on the premises of the City or at an alternative location. When working on the City's premises, Contractor personnel shall observe the City's administrative and ethics codes relating to the security,

access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

- f. Inquiries by City -- Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from the City.
- g. Independence -- As an independent consultant, City retains Contractor and its employees and agents on an independent contractor basis and not as an employee.

- h. Coordination of Services -- Contractor agrees to coordinate with City staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.

- i. Contractor **will** provide training as follows:

- In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructor(s).
- City shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
- On-line reference Documentation is delivered with each release. City may print or copy this Documentation solely for its internal use.
- Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services.

City will be billed for any non-recoverable direct costs incurred by Contractor that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, City hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If upon Contractor arrival, the City has not completed required tasks for such visit, then the City will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Contractor's discretion. If additional Professional Services are required because the City was not adequately prepared, Contractor will provide a to the City for said Professional Services.

- 5. Activation and Installation.** Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of

the Services are and shall be the responsibility of Contractor.

- 6. City Data.** Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City it is specifically understood that any additional charges shall be mutually agreed upon in the statement of work. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data. Subject to the terms and conditions of the Agreement, City grants to Contractor, its service providers (as applicable) and licensors a world-wide, non- exclusive, royalty-free license to access, use and otherwise process City Data for the purpose of performing the Services hereunder. Except as specified in this Agreement, Contractor may not access the City Data for any other purpose without the express written consent of City.
- 7. Affiliates.** City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates.
- 8. Intellectual Property; Further Assurances.** Contractor represents and warrants that it is the owner of or has the legal right to provide the access and use rights and documentary license granted under this Agreement. Intellectual Property Rights licensed to City do not, as of the Effective Date, infringe Intellectual Property Rights owned or held by others. Promptly upon written request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the rights granted under this Agreement. The rights granted under this Agreement shall not be impaired or diminished by thoccurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.
- 9. Restrictions on Use**

 - a. City shall not, and will not engage, direct or authorize any third party to:

 - (i) use the Software or the Services for any purpose other than in connection with City's primary business or operations;
 - (ii) disassemble, decompile, reverse engineer, defeat license encryption

mechanisms, or translate any part of the Software or Services, or otherwise attempt to reconstruct or discover the source code of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation;

(iii) modify or create derivative works of the Software;

(iv) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Contractor; or

(v) take any actions that would cause the Software or Services to become subject to any open source or quasi-open source license agreement.

- b. Software and related materials supplied by Contractor are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.
- c. City may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. City shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes. City shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly or through negligence allow access to any competitor of Contractor.
- e. City shall not knowingly or through gross negligence transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or

otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Contractor or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and City shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

- f. City shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Software Services that allow City to use it in certain ways, or disrupt or violate the security or integrity of any device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and City may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:
 - i. Monitoring or Crawling. Unauthorized monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
 - ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
 - iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
 - iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers
 - v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- g. City shall not use the Software Services in any situation where failure of the Services

could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

- h. City will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
- i. Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed).
- j. The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by City.
- k. The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by City.
- l. Contractor may immediately suspend, restrict or limit City's access to all or any portion of the Software Services if Contractor reasonably determines:
 - i. That City's or any of its Users' has engaged in or is likely to engage in any prohibited conduct described herein and such conduct:
 - a. poses a security risk to the Software Service or any third party,
 - b. poses any risk of any kind or nature to Contractor's or its service provider's business or other customers;
 - c. could adversely impact Contractor's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
 - d. could subject Contractor, its service provider or their respective affiliates or any third party to liability, or
 - e. could be fraudulent;
 - ii. City is in breach of its payment obligations for the Annual Subscription Fees.

Contractor **will** use reasonable efforts to notify City of the suspension, restriction or limitation to city's access to the Software Services unless Contractor reasonably believes that an immediate suspension is required and **will** restore City's access to the Service after Contractor has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Contractor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Software Services that Contractor determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Contractor or its service provider's network, business or other customers. In the event that Contractor suspends City's right to access or use all or any portion of the Software Services, City remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (if applicable under Exhibit "C" to this Agreement or otherwise) for any period of suspension.

10. Third Party Components. City acknowledges that in order to provide the Services, Contractor may be required to purchase access to Third Party Components. City agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Exhibit "D" to this Agreement. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Contractor and its service providers as of the date hereof including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Contractor to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Contractor's control, then (a) Contractor shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Contractor may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components. If any of the terms and conditions of Contractor's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Contractor may modify the terms and conditions of this Agreement effective immediately upon written notice to City. Notwithstanding the foregoing, in event that Contractor is unable to provide the Services as a result of the unavailability of Third Party Components OR City is either unwilling or unable to agree to modifications or changes made to the terms and conditions of this Agreement or the additional terms and conditions of Third Party Components pursuant to this provision, City shall have the right to terminate this Agreement immediately upon written notice to Contractor without liability to Contractor, except that City shall remain obligated to pay for fees incurred as of date of termination less any credits owed by Contractor.

~~11. Contractor currently uses specific service provider(s) identified in this Agreement and its attachment that act(s) both as a hosting facility and provides additional third party software support to Contractor. City acknowledges that Contractor may change the third party service provider(s) at any time with notice to the City. The City further acknowledges that the third party service provider may require that the City agree to certain additional terms in order for Contractor to allow City and its Users to have access to the Software on the third party provider's hosting platform. Contractor may, from time to time, alter the hosting facility service provider by providing notice to the City. Where a different third party provider provides such services then alternate policies and terms will apply to City's use of the Software Services which terms the City will need agree with as a condition precedent of using the Software Services from a time provided by Contractor to the City. Lastly, if the City~~

~~requires information related to the third party provider's capabilities, accreditations, and other information regarding a third party provider, the City must request such information directly from Contractor. Contractor will make diligent efforts to request that the third party provider provide such information for the City but ultimately, Contractor is not obligated to provide any such information to the City either (i) where the third party provider refuses to provide the information to Contractor or (ii) where the City refuses to agree to terms that the third party provider has requested from the City prior to providing the information either directly or indirectly through Contractor (such terms, for example, an NOA).~~

~~12. City agrees to notify Contractor in advance of seeking legal action directly against a third party provider in respect of an issue related to the Software Services.~~

Advanced Sole Source_08052024

Final Audit Report

2024-08-07

Created:	2024-08-06
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1TzJD5j8m2bGdo2yQOwwGpVD_s61U2qZ

"Advanced Sole Source_08052024" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-08-06 - 10:49:00 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-08-06 - 10:51:32 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-08-07 - 3:17:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-08-07 - 3:17:23 PM GMT

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Thursday, September 12, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-24-CP329 - 30 Days

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.

Your Sole Source #**50-M0087-24-CP329** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

EDWARDS, JAMES W.

From: MONROE, CARLA D.
Sent: Monday, August 19, 2024 10:29 AM
To: JIMENEZ, NANCY L.
Subject: FW: Advanced CIS Board Package

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, June 27, 2024 7:10 PM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: Advanced CIS Board Package

Carla, after further consideration, the SPD One Penny memo, and discussion in this afternoon's meeting, I determine this SOW to be General.

Thank you.

Regards,

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

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

Internal Link: https://intranet.santafenm.gov/finance_1

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, June 24, 2024 8:28 AM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: Advanced CIS Board Package

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspovaluepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

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

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

Internal Link: https://intranet.santafenm.gov/finance_1



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

From: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Sent: Thursday, June 20, 2024 11:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: FW: Advanced CIS Board Package
Importance: High

Hi Travis,

Please see the attached documents from Advanced. I am trying to get a written determination to go forward with the soul source.

Thanks,

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

Hi Travis,

Please see the attached documents from Advanced. I am trying to get a written determination to go forward with the soul source.

Thanks,

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov Utilities
505-504-8240
cdmonroe@santafenm.gov

From: Sean Sykes <ssykes@advancedutility.com>
Sent: Friday, June 14, 2024 7:24 PM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>; Stanley Lawrence <SLawrence@advancedutility.com>
Cc: Mark Wilkinson <MWilkinson@advancedutility.com>
Subject: Advanced CIS Board Package

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.

Hi Carla,

Attached is a copy of the Santa Fe Purchase Agreement, Chandler Agreement and Statement of Work for the Santa Fe implementation, signed by our CFO. It's ready for submission to your board package.

We're almost there!!

Sean

Sean Sykes

Senior Vice President, Business Development & Customer Success

P: +1 613-519-8976

M: 613-240-8668

F: 613-226-3377

E: ssykes@advancedutility.com

8133 Warden Ave., Suite 700
Markham, ON
L6G 1B3

www.advancedutility.com

ADVANCED
UTILITY SYSTEMS

A division of  **HARRIS**



This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc.
If you prefer not to be contacted by Harris Operating Group [please notify us](#).

Advanced Utility Billing is a Sole Source and the vendor and system are not provided by Horizons.



[PROVIDERS SERVICES](#) [COUNCIL MEMBERS](#) [DOCUMENTS & FORMS](#) [COUNCIL MEETINGS](#)

OUR PROVIDERS SERVICES

Workers with disabilities have their rightful place as providers of the labor force. In fact, many employers find they prefer State Use Program-trained personnel for their quality work, dependability, and positive attitude.

HORIZONS OF NEW MEXICO

Horizons of New Mexico is proud to partner with community rehabilitation programs and businesses owned by individuals with disabilities that train their employees in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.

[Services](#) [Providers](#)

APPROVED SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

• ADA Accessibility Consulting Services

• Auctioneering Services

• Bulk Printing and Mailing

• Botanical Services

• Call Center Services

• Clerical Data Entry

• Computer Refurbishing

• Clerical Data Entry

• Computer Refurbishing

• Courier Services

• Debris Removal

• Decontamination, Sanitation, and Sterilization Services

• Dishwashing Services

• Document Imaging Services

• Document Destruction

• Envelope Stuffing

• Event Planning

• General Labor

• Greeting Services

EXCLUDED SERVICES

The service categories below have been deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

• Architects

• Employment Support Services

• Landscape Architects

• Remediation – Wall Repair

• Lawyer Services

• Survey Services

• Surveyors

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

• Administrative Reports

• Archeologists

• Certified Public Accountants

• Corporate and Personal Background Checks

• General Accounting

• Graphic Design

➤ Hard Drive Destruction	➤ Graphic Design - Logo Design
➤ Janitorial and Housekeeping Services	➤ IT – Enterprise Application
➤ Kit Assembling	➤ IT – IV & V
➤ Landscape Irrigation	➤ IT Network and Database Management
➤ Landscaping	➤ IT – Project Management
➤ Mailing Services	➤ IT Security Services
➤ Management of an Assistive Technology Reuse and Recycling Program	➤ IT Support
➤ Medical Waste Disposal	➤ IT – Web Design
➤ Meeting Minute Preparation Services	➤ IT – Web Programmer
➤ Moving Services	➤ Marketing
➤ Pest Control and Extermination Services	➤ Private Investigation Services
➤ Plant Rental Services	➤ Public Relations

➤ Printing Services	➤ Social Media Marketing
➤ Receptionist, Filing and Clerical Services	➤ Training Services
➤ Recycling Services	
➤ Rest Area Maintenance	
➤ Screen Printing	
➤ Shelf Stocking and Restocking	
➤ Transcription Services	
➤ Transportation	
➤ Vehicle Washing	
➤ Wildlife Services Management	
➤ Yard, Grounds, and Lawn Maintenance	










Memo_Advanced Utility Systems_09192024 1


Final Audit Report

2024-09-23

Created:	2024-09-23
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhS5w6Q12ie7af33W_sRFJYE2ETr_t7fF

"Memo_Advanced Utility Systems_09192024 1" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-09-23 - 5:18:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-23 - 5:35:12 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-23 - 6:44:37 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-23 - 6:44:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-09-23 - 6:45:08 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-09-23 - 6:46:54 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-09-23 - 6:49:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-23 - 6:49:28 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-23 - 7:10:34 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-23 - 8:11:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature


2024-09-23 - 8:11:58 PM GMT

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2024-09-23 - 9:08:39 PM GMT- IP address: 104.47.64.254

 Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2024-09-23 - 9:11:05 PM GMT - Time Source: server- IP address: 8.53.94.19

 Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature

2024-09-23 - 9:11:09 PM GMT

 Document e-signed by John Dupuis (jedupuis@santafenm.gov)

Signature Date: 2024-09-23 - 9:21:32 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-09-23 - 9:21:32 PM GMT

Signature: 
XAVIER VIGIL (Sep 27, 2024 09:30 MDT)

Email: xivigil@santafenm.gov










24-0580 Advanced Utility Systems

Final Audit Report

2024-09-30

Created:	2024-09-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZQ8GNh9OUxS1WDgrldRNJoBRB-c8izto

"24-0580 Advanced Utility Systems" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-27 - 3:27:25 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-09-27 - 3:30:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-09-27 - 3:30:16 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-09-27 - 3:31:21 PM GMT- IP address: 104.28.111.172
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-09-27 - 3:31:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-09-27 - 3:31:33 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-09-30 - 4:57:26 PM GMT- IP address: 174.218.18.47
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-30 - 4:57:42 PM GMT - Time Source: server- IP address: 174.218.18.47
-  Agreement completed.
2024-09-30 - 4:57:42 PM GMT