



Date: October 3, 2024

To: John Blair, City Manager

Via: Eric Candelaria, ITT Department Director EC

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

Subject: **Municipal Court Software Services**

Vendor Name: **Justice Systems Inc.**

Vendor Number: **1412**

ITEM AND ISSUE:

ITT Department respectfully request your review and approval of a court-based software. Request for the Approval of General Service Contract in the total amount of \$120,219.64 for Municipal Court Software Services; (Justice Systems Inc./ITT Department); (Eric Candelaria, edcandelaria@santafenm.gov, 505-955-5576) (Zarifa Dushdurova, zxdushdurova@santafenm.gov 505-955-5571)

Action Requested: Approval of Contract

BACKGROUND AND SUMMARY:

Justice Systems Inc. provides court-based software (Full Court) that tracks defendant cases. This includes texting which works in conjunction with Full Court. The maintenance includes licensing of the software, import/export maintenance, integrated imaging module maintenance, public access maintenance, citation import maintenance, financial interface maintenance, application server maintenance and batch imaging maintenance. The financial maintenance exports to the Finance software for import. With the ability for the software to function, updates need to be completed to make the software up to date with compliances with the court.

PROCUREMENT METHOD:

The procurement method is the Sole Source approved June 14, 2024, Procurement #40-M0087-24-CP141.

Chief Procurement Officer Approval: *[Signature]* **Date:** _____

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250039

SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Services to Other Departments/Fund 620

Munis Org Name/Number: Enterprise Application Services/6203600

Munis Object Name/Number: Software Subscriptions/530710

Grant Manager / Accounting Officer Approval: No **Date:** _____

Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** _____

Comment/Exceptions: _____

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

Yes | No

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Capital Project:

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


Yes | No

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval:  **Title:** Department Director **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Michelle A. Gurule, magurule@santafenm.gov
505-955-5533

ATTACHMENTS:

Vendor's Quote

Certificate of Liability Insurance

General Services Contract

CPO Determination

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

MUNICIPAL COURT FULL COURT ENTERPRISE LICENSING

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "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.

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

2. **Scope of Work**

A. The Contractor shall perform the following work:

Justice Systems is vital for Municipal Courts daily operations providing complete case management, scheduling, and jury management. The Full Court software provides fee collection capabilities and texting notifications to the public. This software also allows for integration with Police Records and integration with other Government agencies.

Justice Systems will provide the City's Municipal Court with the following licensing:

20: Full Court Enterprise Licenses, 20 Integrated Imaging Licenses, 2 Batch Imaging Licenses, 2 Citation Import Licenses, 1 Financial Interface, 1 Public Access, 1 Application Server, 2 Import / Export, and Hearings Call List File Export. All licensing will include maintenance and support.

3. **Compensation**

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01: Full Court Enterprise Licenses	20 (Three Year Term)	\$77,262.10
02: Integrated Imaging Licenses	20 (Three Year Term)	\$11,543.19
03: Batch Imaging Licenses	02 (Three Year Term)	\$2,237.83
04: Citation Import Licenses	02 (Three Year Term)	\$3,994.09
05: Financial Interface	01 (Three Year Term)	\$1,993.52
06: Public Access	01 (Three Year Term)	\$2,312.20

07: Application Server	01 (Three Year Term)	\$1,154.32
08: Import / Export	02 (Three Year Term)	\$3,902.04
09: Hearings Call List File Export	01 (Three Year Term)	\$1,993.52
10: Texting	2,500 Texts (Three Year Term)	\$4,728.75
11: TAX		\$9,098.08

The total compensation under this Contract shall not exceed one hundred twenty thousand, two hundred nineteen dollars and sixty-four cents (\$120,219.64) including 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. This contract shall terminate **three (3) years from the date beginning July 1, 2024**. 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 cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. In the event the City does not make an appropriation for this contract, the contract is terminated immediately upon the delivery of written notice to the contractor by the City, as provided in Section 17, below. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice: City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. **Liability.** Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

8. **Amendment**

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

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

9. **Status of Contractor**

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

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this 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.

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**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

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.

Sole Source All terms and conditions of the **Sole Source Number#40-M0087-24-CP141 and Justice Systems** 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 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**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

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. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

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

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

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

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

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.

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. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

CITY OF SANTA FE ITT DEPARTMENT
Attn: Eric Candelaria; ITT Department Director
200 LINCOLN AVE
SANTA FE, NM 87501

To the Contractor:

JUSTICE SYSTEM
Attn: Karen Miller-Kuwana
75 REMITTANCE DR SUITE 6100
CHICAGO, IL 606675

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

To the Contractor:

JUSTICE SYSTEM
Attn: Karen Miller-Kuwana
75 REMITTANCE DR SUITE 6100
CHICAGO, IL 606675

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:
Justice Systems

John Blair
John Blair (Oct 14, 2024 16:47 EDT)
JOHN BLAIR; CITY MANAGER

paul colangelo
PAUL COLANGELO

DATE: _____

paul colangelo
TITLE

DATE: Jul 9, 2024

CRS# _____

Registration # _____

ATTEST:

xxxxx
GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

Frank B. Rybicki Jul 10, 2024
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR



Price Schedule

Client: Santa Fe NM Municipal Court
Client #: 200200

FEES

3 year projected quote

Qty	Description	7/01/2024 - 6/30/2025	7/01/2025 - 6/30/2026	07/01/2026 - 06/30/2027
20	FullCourt Enterprise Licenses Maintenance & Support	\$ 24,508.20	\$ 25,733.61	\$ 27,020.29
20	Integrated Imaging Licenses Maintenance & Support	\$ 3,661.60	\$ 3,844.68	\$ 4,036.91
2	Batch Imaging Licenses Maintenance & Support	\$ 709.86	\$ 745.35	\$ 782.62
2	Citation Import Maintenance & Support	\$ 1,266.96	\$ 1,330.31	\$ 1,396.82
1	Financial Interface Maintenance & Support	\$ 632.36	\$ 663.98	\$ 697.18
1	Public Access Maintenance & Support	\$ 733.45	\$ 770.12	\$ 808.63
1	Application Server Maintenance & Support	\$ 366.16	\$ 384.47	\$ 403.69
2	Import Export Maintenance & Support	\$ 1,237.76	\$ 1,299.65	\$ 1,364.63
1	Other Modules - Hearings Call List File Export	\$ 632.36	\$ 663.98	\$ 697.18
TOTAL		\$ 33,748.71	\$ 35,436.15	\$ 37,207.95
1	Texting - 2,500 texts	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
GRAND TOTAL		\$ 35,248.71	\$ 37,011.15	\$ 38,861.70

Please note:

- « Any applicable taxes are not included.
- « Products and/or services purchased after receipt of this schedule will be added to the invoice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN115487564--CAS-24-25	CONTACT NAME: PHONE (A/C No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Hartford Insurance Company		
INSURER B : Trumbull Insurance Company		27120
INSURER C : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

CLE-007229672-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10 UUN DR3892	03/15/2024	03/15/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 UEN DR3978	03/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 WE AE7C2X	03/15/2024	03/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER
 City of Santa Fe
 200 Lincoln Ave
 Santa Fe, NM 87501
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds:

- ACP Avenu Intermediate, LLC
- ACP Avenu Buyer, LLC
- Avenu STR IP LLC
- Avenu Holdings, LLC
- Avenu Insights & Analytics LLC
- MuniServices, LLC d/b/a Avenu MuniServices, LLC
- Ram Ware, LLC
- Avenu Insights, LLC
- Avenu Canada, LLC
- Avenu SLS Holdings, LLC
- Avenu Local Government Solutions, LLC
- Avenu SLGS Holdings, LLC
- Avenu Unclaimed Property Systems, LLC
- Avenu Enterprise Solutions, LLC
- Avenu Government Systems, LLC
- Avenu Government Record Services, LLC
- Avenu Title Records, LLC
- Interware Development Company
- Justice Systems, LLC
- Columbia Ultimate Business Systems, LLC
- Columbia Ultimate, LLC
- Judicial Innovations, LLC
- eGov Solutions, LLC
- Mill Point GRS Blocker, LLC
- Avenu Pension Administration Solutions ULC



CITY OF SANTA FE

FINANCE

From: TAPIA, DAVID C. <dctapia2@santafenm.gov>
Sent: Wednesday, May 1, 2024 11:21 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Justice Systems Municipal Courts Case Management System Request for Written Determination

Good Morning

The ITT Department is requesting a written determination for the attached quote and the SOW below. This request is to proceed with a contract with Justice Systems to utilize their licensing, maintenance, and support on behalf of Municipal Courts. This is Municipal Courts primary software for citation management, case management, jury management, and payment management. The licensing and applications provided below will be purchased for a three-year term to begin in July 1 , 2024.

20	FullCourt Enterprise Licenses Maintenance & Support	\$ 24,508.20	\$ 25,733.61	\$ 27,020.29
20	Integrated Imaging Licenses Maintenance & Support	\$ 3,661.60	\$ 3,844.68	\$ 4,036.91
2	Batch Imaging Licenses Maintenance & Support	\$ 709.86	\$ 745.35	\$ 782.62
2	Citation Import Maintenance & Support	\$ 1,266.96	\$ 1,330.31	\$ 1,396.82
1	Financial Interface Maintenance & Support	\$ 632.36	\$ 663.98	\$ 697.18
1	Public Access Maintenance & Support	\$ 733.45	\$ 770.12	\$ 808.63
1	Application Server Maintenance & Support	\$ 366.16	\$ 384.47	\$ 403.69
2	Import Export Maintenance & Support	\$ 1,237.76	\$ 1,299.65	\$ 1,364.63
1	Other Modules - Hearings Call List File Export	\$ 632.36	\$ 663.98	\$ 697.18

TOTAL	\$ 33,748.71	\$ 35,436.15	\$ 37,207.95
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\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
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GRAND TOTAL	\$ 35,248.71	\$ 37,011.15	\$ 38,861.70

Respectfully,

David C. Tapia
 ITT Procurement Coordinator
dctapia@santafenm.gov
 505-955-5523



CITY OF SANTA FE
INFORMATION & TECHNOLOGY

From: TAPIA, DAVID C. <dctapia2@santafenm.gov>
Sent: Monday, May 6, 2024 8:41 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: Purchasing DET <purchasing_det@santafenm.gov>; HINES, JUSTINE A. <jahines@santafenm.gov>
Subject: RE: Justice Systems Municipal Courts Case Management System Request for Written Determination

Good Morning, Travis

Being that this is a Sole Source procurement can you please provide the determination that this will be a General Services agreement and I will add to the packet. I will begin the contract draft now.

Respectfully,

David C. Tapia

ITT Procurement Coordinator
dctapia@santafenm.gov
505-955-5523



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Friday, May 3, 2024 10:44 PM
To: TAPIA, DAVID C. <dctapia2@santafenm.gov>
Cc: Purchasing DET <purchasing_det@santafenm.gov>; HINES, JUSTINE A. <jahines@santafenm.gov>
Subject: RE: Justice Systems Municipal Courts Case Management System Request for Written Determination

Hi Dave, Justine is processing a new Sole Source to cover the next 3 years.

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

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement 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://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsa.eLibrary.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

TAPIA, DAVID C.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, May 6, 2024 9:29 AM
To: TAPIA, DAVID C.
Cc: Purchasing DET; HINES, JUSTINE A.
Subject: RE: Justice Systems Municipal Courts Case Management System Request for Written Determination

Greetings,

The scope of work as written would be General 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 (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes 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, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$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.
- Please keep this as part of the procurement file for future reference.
- 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.

TAPIA, DAVID C.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Wednesday, May 1, 2024 12:25 PM
To: TAPIA, DAVID C.
Subject: Re: First Right of Refusal Offer

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

Good afternoon,

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

Best regards,

Matt

Matt Loehman
Executive Director

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

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

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

On Wed, May 1, 2024 at 11:29 AM TAPIA, DAVID C. <dctapia2@santafenm.gov> wrote:

Good Afternoon,

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

Qty	Description	7/01/2024 -		7/01/2025 -		07/01/2026 -	
		6/30/2025		6/30/2026		06/30/2027	
20	FullCourt Enterprise Licenses Maintenance & Support	\$ 24,508.20	\$ 25,733.61	\$ 27,020.29			
20	Integrated Imaging Licenses Maintenance & Support	\$ 3,661.60	\$ 3,844.68	\$ 4,036.91			
2	Batch Imaging Licenses Maintenance & Support	\$ 709.86	\$ 745.35	\$ 782.62			
2	Citation Import Maintenance & Support	\$ 1,266.96	\$ 1,330.31	\$ 1,396.82			
1	Financial Interface Maintenance & Support	\$ 632.36	\$ 663.98	\$ 697.18			
1	Public Access Maintenance & Support	\$ 733.45	\$ 770.12	\$ 808.63			
1	Application Server Maintenance & Support	\$ 366.16	\$ 384.47	\$ 403.69			
2	Import Export Maintenance & Support	\$ 1,237.76	\$ 1,299.65	\$ 1,364.63			
1	Other Modules - Hearings Call List File Export	\$ 632.36	\$ 663.98	\$ 697.18			
TOTAL		\$ 33,748.71	\$ 35,436.15	\$ 37,207.95			

1	Texting - 2,500 texts	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
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GRAND TOTAL	\$ 35,248.71	\$ 37,011.15	\$ 38,861.70
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Respectfully,

David C. Tapia

ITT Procurement Coordinator

dctapia@santafenm.gov

505-955-5523





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: Prepared By:

Email: Phone #:

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

Vendor Name:

Address:

City: State: Zip Code:

Justification (choose from the drop down): Sole Vendor

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

*Estimated Cost: Term of Contract:

*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.

Conversion: Choose an item. Org / Object:

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.

Justice Systems Inc. provides court-based software (Full Court) that tracks defendant cases. This includes texting which works in conjunction with Full Court. The maintenance includes licensing of the software, import/export maintenance, integrated imaging module maintenance, public access maintenance, citation import maintenance, financial interface maintenance, application server maintenance and batch imaging maintenance. The financial maintenance exports to the Finance software for import. With the ability for the software to function, updates need to be completed to make the software up to date with compliances with the court. (See description of services)

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

Without the maintenance agreement, the court would not be able to enter and update the defendant accounts amongst other items listed on the attached description document.

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.

See attached document from vendor.



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.**
5. See attached document from vendor.



City of Santa Fe, New Mexico



Approvals:

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: May 10, 2024

Department Approval by:

Chad Chittum, Department Director

Date: 5/3/2024

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: _____



City of Santa Fe New Mexico

Memorandum



Date: May 9, 2024

To: John Blair, City Manager

Via: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Chad Chittum, Municipal Court Judge

From: Justine Hines, Paralegal

Subject: Sole Source for Justice Systems Incorporated

Vendor: Justice Systems Incorporated (1412)

ITEM AND ISSUE:

Request approval for Justice Systems Incorporated for a three-year term. (Justine Hines, jahines@santafenm.gov; 505-955-5113)

BACKGROUND AND SUMMARY:

Justice Systems Incorporated provides a court-based software (FullCourt) that the Municipal Court has used for many years. This software tracts defendant cases. This includes CitePay which works in conjunction with FullCourt. The software is vital to the court's day-to-day operations. The court will also require maintenance of the software.

PROCUREMENT METHOD:

The procurement method is Sole Source

CONTRACT NUMBER:

The FY24 Munis contract number is
The FY24 Project ledger number is

FUNDING SOURCE/REVENUE: Expense Revenue

ACTION REQUESTED:

Municipal Court respectfully requests your review and approval.

May 9, 2024

VIA EMAIL

City of Santa Fe
Purchasing Office
PO Box 909
Santa Fe, NM 87504-0909

RE: Sole Source: FullCourt Enterprise Software Platform

This letter is to verify that Justice Systems, LLC and its affiliate entity, Avenu Insights & Analytics, LLC, are the only companies that currently license, install and support the FullCourt Enterprise software platform.

We appreciate your continued confidence in our solutions and your continued use of our software. Please contact us if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Barkman', is written over a horizontal line.

James Barkman (May 9, 2024 14:32 EDT)

James Barkman
Chief Financial Officer

Cc: Sonya Russell, Customer Service Manager


Sole Source.SantaFe.05092024_Full Court Enterprise

Final Audit Report


2024-05-09


Created:	2024-05-09
By:	Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsw3DT_n6uGPBNSoLmUuvnFcMCCetyY_


"Sole Source.SantaFe.05092024_Full Court Enterprise" History


 Document created by Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
2024-05-09 - 6:28:54 PM GMT

 Document emailed to james.barkman@avenuinsights.com for signature
2024-05-09 - 6:29:16 PM GMT

 Email viewed by james.barkman@avenuinsights.com
2024-05-09 - 6:31:47 PM GMT

 Signer james.barkman@avenuinsights.com entered name at signing as James Barkman
2024-05-09 - 6:32:07 PM GMT

 Document e-signed by James Barkman (james.barkman@avenuinsights.com)
Signature Date: 2024-05-09 - 6:32:09 PM GMT - Time Source: server

 Agreement completed.
2024-05-09 - 6:32:09 PM GMT

The "Texting Services" is a Platform Product that interfaces with the Ontario Cloud platform to provide a short message service ("SMS") that permits the use of Short Codes to facilitate texting of messages between a Client and a consumer based on a defined list of keywords and associated messages with those keywords. "Short Code" means a combination of less than 10-digits to which a consumer can direct text messages to and from which a carrier translates the combination into a valid SMPP address for a consumer to receive a return text message. The software inserts Client's identification information where permitted. In future releases, Justice Systems may permit (1) Client to use a Long Code to send text messages; (2) Client to edit keywords and responses; or (3) permit other content to be sent through the Texting Services. Upon the release of those new versions, Justice Systems will communicate those changes which will become part of the Texting Services and any corresponding restrictions as further functionality is provided. "Long Code" means a dedicated 10-digit phone number for Client to which a consumer can direct text messages to and from which a consumer can receive a return text.

BACA, JACQUELINE

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, April 29, 2024 2:31 PM
To: BACA, JACQUELINE
Subject: Re: Sole Source for Maintenance and Texting of Full Court software by Justice Systems Inc.

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

Good afternoon Ms. Baca,

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

Best regards,

Matt

Matt Loehman
Executive Director

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

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

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

On Mon, Apr 29, 2024 at 2:29 PM BACA, JACQUELINE <jbaca@santafenm.gov> wrote:

Good Afternoon Mr. Loehman,

I am inquiring about a sole source for Maintenance and texting of Full Court by Justice Systems. This would include licensing of software, integrated imaging, batch imagin, citation import, financial interface, public

access portal, application server maintenance, import/export maintenance and other modules. Also, an additional texting module has been added.

Let us know if this is a service that can be provided to this software.

Thank You,

Jacqueline Baca

City of Santa Fe Municipal Court

Deputy Court Finance Administrator

jbaca@santafenm.gov

Office 505-955-5054

Cell 505-372-8506

Please visit <https://Courts.SantaFenm.gov> for online case lookup.

Please visit <https://CitePayUSA.com> for online payments (must have case or citation number and date of birth for processing.)

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Price Schedule

Client: Santa Fe NM Municipal Court
 Client #: 200200

FEES 3 year projected quote

Qty	Description	7/01/2024 - 6/30/2025	7/01/2025 - 6/30/2026	07/01/2026 - 06/30/2027
20	FullCourt Enterprise Licenses Maintenance & Support	\$ 24,508.20	\$ 25,733.61	\$ 27,020.29
20	Integrated Imaging Licenses Maintenance & Support	\$ 3,661.60	\$ 3,844.68	\$ 4,036.91
2	Batch Imaging Licenses Maintenance & Support	\$ 709.86	\$ 745.35	\$ 782.62
2	Citation Import Maintenance & Support	\$ 1,266.96	\$ 1,330.31	\$ 1,396.82
1	Financial Interface Maintenance & Support	\$ 632.36	\$ 663.98	\$ 697.18
1	Public Access Maintenance & Support	\$ 733.45	\$ 770.12	\$ 808.63
1	Application Server Maintenance & Support	\$ 366.16	\$ 384.47	\$ 403.69
2	Import Export Maintenance & Support	\$ 1,237.76	\$ 1,299.65	\$ 1,364.63
1	Other Modules - Hearings Call List File Export	\$ 632.36	\$ 663.98	\$ 697.18
TOTAL		\$ 33,748.71	\$ 35,436.15	\$ 37,207.95
1	Texting - 2,500 texts	\$ 1,500.00	\$ 1,575.00	\$ 1,653.75
GRAND TOTAL		\$ 35,248.71	\$ 37,011.15	\$ 38,861.70

Please note:

- « Any applicable taxes are not included.
- « Products and/or services purchased after receipt of this schedule will be added to the invoice.

Sole Source JSI

Final Audit Report

2024-05-10

Created:	2024-05-10
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhNLcsFVsuSL-7vjygVI_-X4V512b9Vn

"Sole Source JSI" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-10 - 2:49:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-05-10 - 2:51:18 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-10 - 3:01:12 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-10 - 3:24:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-10 - 3:24:55 PM GMT

MIERA, KRISTY A.

From: GSD.SPInfo@state.nm.us
Sent: Thursday, June 13, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #40-M0087-24-CP141 - 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 #**40-M0087-24-CP141** 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.SPInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

40-M0087-24-CP141_Sole Source JSI (2).pdf (1)

Final Audit Report

2024-06-14

Created:	2024-06-13
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiTZe7kDHX0t8A51p3JF01BGSoDZhjceW

"40-M0087-24-CP141_Sole Source JSI (2).pdf (1)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-06-13 - 10:51:45 PM GMT - IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-06-13 - 10:53:26 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-06-14 - 7:01:02 PM GMT - IP address: 146.75.222.1
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-06-14 - 7:03:14 PM GMT - Time Source: server - IP address: 174.239.80.192
-  Agreement completed.
2024-06-14 - 7:03:14 PM GMT











Justice Systems General Services-Packet (1)


Final Audit Report

2024-10-14

Created:	2024-10-04
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgU3T8ygSM803oeuR6aO0m103jrbs0nug

"Justice Systems General Services-Packet (1)" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-04 - 7:48:45 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-04 - 7:51:48 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-07 - 5:35:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-07 - 5:39:05 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
2024-10-07 - 5:39:09 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-10-07 - 7:49:45 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-10-07 - 10:17:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-10-07 - 10:17:25 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-10-14 - 2:06:31 PM GMT- IP address: 174.215.25.49
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-10-14 - 2:12:55 PM GMT - Time Source: server- IP address: 174.215.25.49

 Document sent to JOHN BLAIR (jwblair@santafenm.gov) and lsarchulettamaestas@santafenm.gov for signature. One of them to sign


2024-10-14 - 2:13:00 PM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)

2024-10-14 - 8:45:03 PM GMT- IP address: 166.137.175.22

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-10-14 - 8:47:48 PM GMT- IP address: 166.137.175.22

 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-10-14 - 8:47:50 PM GMT - Time Source: server- IP address: 166.137.175.22

 Agreement completed.

2024-10-14 - 8:47:50 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 15, 2024 11:10 MDT)

Email:

24-0605 Justice Systems

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3XLyVoe_vrjLWuMWkTgmhJjHzChZRkWA

"24-0605 Justice Systems" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-10-15 - 5:04:21 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-10-15 - 5:10:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-10-15 - 5:10:28 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-10-15 - 5:48:43 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-10-15 - 5:48:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-15 - 5:48:54 PM GMT