

The Purchasing Memo

Date: May 29, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Thomas Graham, Assistant Land Use Director

Via: Heather Lamboy, Land Use Director

Subject: Carahsoft Technology Corp. has partnered with Avenu Insights & Analytics, LLC ("Avenu"), to deliver Short Term Rental Compliance Services

Vendor Name: Carahsoft Technology Corp

Munis Vendor Number: 9462

ITEM AND ISSUE:

LAND USE DEPARTMENT respectfully requests your review and approval of a General Services contract in the total amount of \$997,300.86 not to exceed and inclusive of GRT for Short Term Rental Compliance Services for a term of two years with an option to renew an additional three years with an annual subscription price over the 2-year proposal subject to the industry standard 5% CPI increase.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250604.

BACKGROUND AND SUMMARY:

There is currently no system in place other than providing enforcement based on complaints from the public. Avenu's Short Term Rental Monitoring and Identification Services are designed to assist municipalities in enhancing their short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for the municipality.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund

Munis Org Name/Number: Land Use Admin/1004501

Munis Object Name/Number: 570855 - Software Subscriptions > \$5K

Budget Officer / Designee: Andy Hopkins **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The City is issuing our contract against the Statewide Price Agreement (80-000-18-00046AE) using 13-1-129 and the Statewide Price Agreement was issued against the NASPO Cooperative Agreement AR2472.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano **Date:** 06/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: See attached Document **Title:** IT Review **Date:** 3/18/2025

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons decline

CPO Service Determination Email

Department approval from ITT

Procurement document: Statewide Price Agreement

Vendor's Quote

Certificate of Liability Insurance (COI)

General Services Contract

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Carahsoft Technology Corp 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:

SHORT TERM RENTAL COMPLIANCE SERVICES REFERENCED IN "EXHIBIT A" INCLUDING
BUT NOT LIMITED TO THE FOLLOWING:

1. **Monitoring Module** - 100+ Websites Multiple Times A Week Including Localized Websites
2. **Identification Module** - Exact Property Address and Owner/Operator Details
3. **Permitting Module** - Fully Configurable Short Term Rental Permitting Portal
4. **Compliance Module** – In House Case Management System
5. **Print Mail Notification Letter Service** - 2 Printed/Stamped Letters Per STR Per Year
6. **Community Outreach** - Onsite Town Hall and Email Campaign Service
7. **24/7 Hotline** - Fully Customizable Short Term Rental Complaint Line
8. **Revenue Module** – Revenue Estimation Based On Exclusive Third Party Data and Scraping
9. **Tax Portal** - Fully Configurable Short Term Rental Tax Remittance Portal
10. **Auditing** Examination of STR Filings and Reporting For Fraud
11. **Discovery and Recovery** Recover Delinquent Funds
12. **Reporting Module** – Industry Leading Reporting Tool With Over 70 Different Data Points
13. **Hotel/Motel Tax Administration** –Full Admin With Remittance, Compliance, and Exemption Review
14. **Lease Management System** – Fully configurable management and payment collection system
15. **Customer Support** – Dedicated Customer Success Associate Servicing City Staff and Citizens

3. **Compensation.**

A Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit B, less retainage, if any, as identified in paragraph C of this Clause.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$997,300.86.

B. Payment. The total compensation under this Agreement shall not exceed \$997,300.83 inclusive of New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate two (2) years from date of final signature. 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 in accordance with paragraph B below. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

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

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination. If the termination is based on a default/breach condition, the City's notice shall (i) identify the material default/breach condition(s) of this Contract upon which the contemplated termination is based and (ii) state what the Contractor must do to cure such material breaches; the City's notice of termination for breach shall only be effective (i) if the Contractor 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 Contractor does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach

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;; (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 fees earned and payable to Contractor through the effective date 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.

NMSA 1978, Section 13-1-129, Statewide Price Agreement

This contract is issued against the Master Agreement, established and maintained by the State of New Mexico, Statewide Price Agreement #80-000-18-00046AE (“Statewide Price Agreement”), and through this language hereby incorporates this agreement by reference and is included in order of precedence. The Statewide Price Agreement was issued against NASPO Cooperative Agreement AR2472.

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

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 (as determined by the acceptance criteria, if any, specified in the SOW), 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) ; or

(2) terminate the Contract for default.

If the Contract is terminated for default, the City may use funds remaining under the Contract to cover the cost of work not performed by the Contractor for the period following termination.

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 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: Heather Lamboy, Land Use Director, City of Santa Fe
200 Lincoln Ave, PO Box 909
Santa Fe, NM 87504-0909
hllamboy@santafenm.gov

To the Contractor: Caitlin Green, Carahsoft
11493 Sunset Hills Rd. Suite 100
Reston, VA 20190
Caitlin.Green@Carahsoft.com


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:
Carahsoft Technology Corp


Alan Webber (Jun 27, 2025 14:06 MDT)

ALAN WEBBER, MAYOR

DATE: 06/27/2025




NATALIE LeMAY, CONTRACTS MANAGER

DATE: 05/23/2025

NMBTIN#: 03-268390-00-1

ATTEST:


ANDREA SALAZAR (Jun 25, 2025 14:06 MDT)

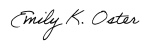
ANDREA SALAZAR, CITY CLERK 
GB MTG 06/25/2025

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

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

Invoice:
As Requested at time of order

Number: **80-000-18-00046AE**

Amendment No.: **Six**

Term: **May 10, 2018 – September 16, 2026**

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 3/11/2024

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **80-000-18-00046AE**
Amendment No.: **Six**

Page-2

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000074720
Ardham Technologies, Inc.
5411 Jefferson St. NE, Suite 200
Albuquerque, NM 87109
Contact: Shay Daves
Phone: (505) 872-9040
Email: sdaves@ardham.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000125873
Frontier Technology, LLC
dba MicroAge
15210 S. 50th Street, Suite 180
Phoenix, AZ 85044
Contact: Larry M Fulop
Phone: 480-366-2074
Email: Larry.fulop@microage.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Mat Brown
Phone: (303) 249-5240
Email: MBrown@One-Technology.com

0000056184
PC Specialist Inc. dba Technology
Integration Group (TIG)
10620 Trenea Street, Suite 300
San Diego, CA 92131
Contact: Ed Tagalog
Phone: 858-566-1900 x4232
Email:
Ed.Tagalog@convergetp.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

0000009389
Woolpert, Inc.
PO Box 714874
Cincinnati, OH 45271
Contact: Jon Downey
Phone: (937) 531-1409
Email:
Jon.Downey@woolpert.com

0000107092
World Wide Technology LLC
1 World Wide Way
Saint Louis, MO 63146
Contact: Carol Harting
Phone: (314) 995-6103
Email: carol.harting@wwt.com

Certificate Of Completion

Envelope Id: 8E53CA3C23E44EFABB0D5FC2BD0177ED

Status: Completed

Subject: Please DocuSign: 80-000-18-00046AE A006

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Vanessa LeBlanc

AutoNav: Enabled

1100 S Saint Francis Dr

Enveloped Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

3/11/2024 2:00:57 PM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

IT and Const. Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 3/11/2024 2:02:18 PM

Viewed: 3/11/2024 2:30:05 PM

Signed: 3/11/2024 2:30:12 PM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

Bureau Chief

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 3/11/2024 2:30:13 PM

Viewed: 3/11/2024 2:36:50 PM

Signed: 3/11/2024 2:36:53 PM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 3/11/2024 2:36:54 PM

Viewed: 3/11/2024 2:39:43 PM

Signed: 3/11/2024 2:39:49 PM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2024 2:02:18 PM
Certified Delivered	Security Checked	3/11/2024 2:39:43 PM
Signing Complete	Security Checked	3/11/2024 2:39:49 PM
Completed	Security Checked	3/11/2024 2:39:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000060016

**Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190**

Contacts: Mariah Edwards

Phone: (703) 889-9734

Email: Mariah.Edwards@Carahsoft.com

Number: **80-000-18-00046AE**

Amendment No.: **Five**

Term: **May 10, 2018 – September 16, 2026**

Ship To:

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

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Invoice:

As Requested at time of order

Title: Cloud Solutions

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Update Awarded vendor contact information

From:

**Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500**

To:

**Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 7/13/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MM

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 80-000-18-00046AE
Amendment No.: Five

Page-2

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Nick Straiter
Phone: (720) 202-2035
Email: nstraiter@one-
technology.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

Certificate Of Completion

Envelope Id: 11F5AD6F8D4F4C619F6B0934018411E8
 Subject: Please DocuSign: 80-000-18-00046AE A005
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Vanessa LeBlanc
 1100 S Saint Francis Dr
 Santa Fe, NM 87502
 Vanessa.LeBlanc@gsd.nm.gov
 IP Address: 164.64.62.10

Record Tracking

Status: Original
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 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Vanessa LeBlanc
 Vanessa.LeBlanc@gsd.nm.gov
 Pool: StateLocal
 Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez
 Natalie.Martinez1@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None), Login with SSO



Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 7/13/2023 7:07:38 AM
 Viewed: 7/13/2023 8:03:16 AM
 Signed: 7/13/2023 8:03:19 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Vanessa LeBlanc
 vanessa.leblanc@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 7/13/2023 8:03:20 AM
 Viewed: 7/13/2023 8:05:46 AM
 Signed: 7/13/2023 8:05:49 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2020 7:02:26 AM
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk
 valerie.paulk@gsd.nm.gov
 Signed of Behalf of State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 7/13/2023 8:05:50 AM
 Viewed: 7/13/2023 8:10:32 AM
 Signed: 7/13/2023 8:10:44 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff
In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/13/2023 7:07:38 AM
Certified Delivered	Security Checked	7/13/2023 8:10:32 AM
Signing Complete	Security Checked	7/13/2023 8:10:44 AM
Completed	Security Checked	7/13/2023 8:10:44 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000060016

**Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190**

**Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500**

Number: **80-000-18-00046AE**

Amendment No.: **Four**

Term: **May 10, 2018 – September 16, 2026**

Ship To:

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

Procurement Specialist: **Vanessa LeBlanc** *VL*

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Invoice:

As Requested at time of order

Title: Cloud Solutions

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately. Add the following resellers to the Statewide Price Agreement:

0000051498

**Advanced Network Management
4001 Jefferson Plaze
Albuquerque, NM 87109**

000010388

**SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

New Mexico State Purchasing Agent

Date: 3/28/2023

x This Agreement was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: 0003C1C52A914309B836DFF3D5407BF7

Status: Completed

Subject: Please DocuSign: 80-000-18-00046AE A004

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Vanessa LeBlanc

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

3/28/2023 12:42:51 PM

Vanessa.LeBlanc@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)*MS*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/28/2023 12:45:30 PM

Viewed: 3/28/2023 12:45:59 PM

Signed: 3/28/2023 12:46:14 PM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Vanessa LeBlanc

vanessa.leblanc@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)*VL*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/28/2023 12:46:15 PM

Viewed: 3/28/2023 12:46:58 PM

Signed: 3/28/2023 12:47:02 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)*Valerie Paulk*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/28/2023 12:47:03 PM

Viewed: 3/28/2023 12:48:19 PM

Signed: 3/28/2023 12:48:36 PM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/28/2023 12:45:30 PM
Certified Delivered	Security Checked	3/28/2023 12:48:19 PM
Signing Complete	Security Checked	3/28/2023 12:48:36 PM
Completed	Security Checked	3/28/2023 12:48:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000060016

**Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190**

**Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500**

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Three**

Term: **May 10, 2018 – September 16, 2026**

Ship To:

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

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Invoice:

As Requested at time of order

Title: **Cloud Solutions**

This Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add the following Approved Reseller to the Statewide Price Agreement

0000051052

Abba Technologies Inc.

5301 Beverly Hills NE

Albuquerque, NM 87113

(505) 889-3337

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pauk for

New Mexico State Purchasing Agent

Date: 4/9/2020



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:

0000060016

Carahsoft Technology Corporation

1860 Michael Faraday Drive, Suite 100

Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or

Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Two**

Term: **May 10, 2018 – September 16, 2026**

Ship To:

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

Procurement Specialist: Debra Saiz

Telephone No.: **(505) 827-0521**

Email: **debras.saiz@state.nm.us**

Invoice:

As Requested at time of order

Title: Cloud Solutions

This Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Remove Article 5.2 Employee Pay Equity Reporting Requirement from the Price Agreement. This is no longer a requirement of the State.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to read "John M. ...", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 12/19/2019



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:

0000060016

Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: 80-000-18-00046AE

Price Agreement Amendment No.: One

Term: May 10, 2018 - September 16, 2026

Ship To:

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

Procurement Specialist: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Invoice:

As Requested at time of order

Title: Cloud Solutions

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

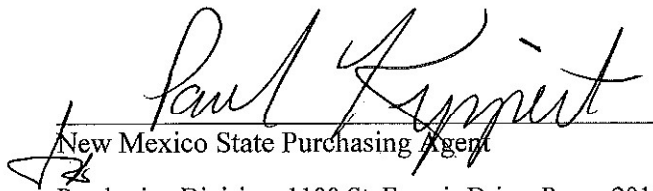
Please go to the following website for the Master Agreement, Price Catalog, Amendments and any other relevant information pertaining to this Agreement:

<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 09/11/2019


New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Contractor

0000060016

**Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190**

**Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500**

Price Agreement Number: **80-00018-00046AE**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Contract**

Ship To:

**New Mexico Department of Information Technology
715 Alta Vista Street
Santa Fe, NM 87505**

Procurement Specialist: **Debra Saiz**

Telephone No.: **505-827-0521**

Invoice:

As Requested

Title: Cloud Solutions

Term: May 10, 2018 through September 16, 2026

This Price Agreement is made subject to the "terms and conditions" shown on the attached pages as indicated in this Statewide Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 05/10/2018



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

Master Agreement #: AR2472

Contractor: **CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF NEW MEXICO**

New Mexico Vendor ID# 0000060016

The following products or services are included in this contract portfolio:

Awarded Category – PaaS, IaaS and SaaS

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the **State of New Mexico**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-871-8500
Fax:	703-871-8505
Email:	NASPO@carahsoft.com



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

Participating Entity

Name:	Debra Saiz
Address:	1100 S. Saint Francis Drive, Santa Fe, Nm 87505
Telephone:	505-827-0521
Fax:	
Email:	DebraS.Saiz@state.nm.us

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and end on **September 16, 2026** unless the agreement is extended or terminated early with the Terms and Conditions of this Contract. The agency reserves the right to amend the contract as necessary to serve the best interest of the State and not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

5.2 Employee Pay Equity Reporting:

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

NM Statewide Price Agreement No. 80-000-18-00046AE

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

5.3 Indemnification:

The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Participating Addendum.

Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- Specified by the Contractor to work with the Product; or

- Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- It would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

5.4 Insurance:

Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- (1). Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.
- (2). Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.



NM Statewide Price Agreement No. 80-000-18-00046AE

(3). Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

Contractor shall furnish to the Lead State, Participating Entity, and on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

NM Statewide Price Agreement No. **80-000-18-00046AE**

5.5 Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

5.6 New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number.

The Quarters are as follows.

Period End:	September 30	December 31	March 31	June 30
Report Due:	October 31	January 30	April 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Submit only one payment and one report for each quarter; do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00046AE** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

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

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5.7 Distributors; Sub-Contractors or Authorized Dealers:

The Contractor may utilize distributors; however, the contractual agreement resulting from this Participating Addendum shall specify the primary Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in the Contractor's request for approval.

Contractor authorized resellers:

- Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- All purchase documents to authorized resellers shall reference the participating addendum number and PRIMARY CONTRACTOR as the contractor.

Contractor authorized subcontractors:

- Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- **Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.**

5.8 Records Administration and Audit:

Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. **80-000-18-00046AE**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: STATE OF NEW MEXICO	Contractor: Carahsoft Technology Corporation
Signature: 	Signature: 
Name: Lawrence O. Maxwell	Name: Kristina Smith
Title: New Mexico State Purchasing Director	Title: Contracts Manager
Date: <u>5/10/18</u>	Date: May 10, 2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**

Contract # AR2472**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation

Name

1860 Michael Faraday Drive, Suite 100

Address

RestonVA20190

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.comVendor # VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid# CH16012.
4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code and the Procurement Rules.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature] 10/11/16
Contractor's signature Date

STATE

[Signature] 10.13.16
Director, Division of Purchasing Date

Robert Moore, Vice President

Type or Print Name and Title

Christopher Hughes

Division of Purchasing Contact Person

801-538-3254

Telephone Number

Fax Number

christopherhughes@utah.gov

Email

(Revision 16 June 2016)

GRAHAM, THOMAS M.

From: GRAHAM, THOMAS M.
Sent: Monday, March 24, 2025 3:58 PM
To: ENCINIAS, AMANDA J.
Subject: FW: RIGHT OF FIRST REFUSAL - Avenu Insights and Analytics for Planning and Land Use Department

FYI

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 24, 2025 3:24 PM
To: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: RIGHT OF FIRST REFUSAL – Avenu Insights and Analytics for Planning and Land Use Department

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 220
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, Mar 24, 2025 at 2:55 PM GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

Hello, Matt,

We are seeking a contract for the scope of work below:

Scope of Work:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being

taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: [\(505\) 955-6613](tel:5059556613)

C: [\(505\) 231-0778](tel:(505)231-0778)

E: tmgraham@santafenm.gov



Stay in the know! Subscribe to [PLUS](#), our free quarterly email newsletter with the latest on how we're working with *you* to build a more modern, vibrant, and inclusive Santa Fe.

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Tom Graham
Deputy Director Development Branch
City of Santa Fe
Santa Fe, NM USA

FROM: Caitlin Green
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: tmgraham@santafenm.gov

EMAIL: Caitlin.Green@carahsoft.com

PHONE: (505) 955-6613

PHONE: (571) 591-6944

TERMS: Contract Number: 80-00018-00046AE
Master Agreement Number: AR2472
Contract Term: 05/10/2018 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 51543028
QUOTE DATE: 03/26/2025
QUOTE EXPIRES: 06/15/2025
RFQ NO:
SHIPPING: ESD

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
YEAR 1 STR IDENTIFICATIONS			
1	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics	\$459,765.00
YEAR 1 STR IDENTIFICATIONS SUBTOTAL:			\$459,765.00
YEAR 1 STR ONBOARDING			
2	ADM-0028-F-491	Short Term Rental: Set up Wells Fargo Integration Custom Build Avenu Insights & Analytics	\$37,500.00
3	ADM-0028-F-491	Short Term Rental: Set up Integration To WorldPays Cybersource Platform Avenu Insights & Analytics	\$17,282.61
YEAR 1 STR ONBOARDING SUBTOTAL:			\$54,782.61
YEAR 2 STR IDENTIFICATIONS			
4	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	\$482,753.25
YEAR 2 STR IDENTIFICATIONS SUBTOTAL:			\$482,753.25

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
OPTION YEAR 1			
5	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	\$506,890.91
OPTION YEAR 1 SUBTOTAL:			\$506,890.91
OPTION YEAR 2			
6	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	\$532,235.36
OPTION YEAR 2 SUBTOTAL:			\$532,235.36
OPTION YEAR 3			
7	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	\$558,847.23
OPTION YEAR 3 SUBTOTAL:			\$558,847.23

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



***Please reference Carahsoft Quote: 51543028 and NASPO contract number on any resulting purchase order.

***The above quote is an annual subscription price over a 2-year proposal subject to the industry standard 5% CPI increase. Note that a setup fee is waived based on the 2 year term.

***Integration for custom builds approximated at 280 hours or 7 weeks

***Customer agrees to obtain a Merchant ID from Avenu | Payments. Customer agrees to charge the following fees as a convenience fee to the taxpayer/registrant, or absorb the fees (a) 2.99% of transaction or \$2.50 for processing credit cards, whichever is greater, or (b) a \$2.50 charge per ACH transaction.

***Gross Receipt Tax (GRT) is included in the quote.

BILLING SCHEDULE:

FFP 2 Year Total: \$997,300.86

Year 1 STR Onboarding - \$54,782.61

Year 1 STR Identifications - \$459,765.00

Year 2 STR Identification - \$482,753.25

OPTION YEAR 1-3:

Option Year 1 - \$506,890.91

Option Year 2 - \$532,235.36

Option Year 3 - \$558,847.23

EXHIBIT A – STATEMENT OF WORK

This Statement of Work is incorporated in the Consulting Services Agreement (“Agreement”) by and between CITY OF SANTA FE, NM (“CLIENT”) and CARAHSOFT TECHNOLOGY CORP. (“CARAHSOFT”) for AVENU INSIGHT & ANALYTICS (“CONSULTANT”) products and services. The terms of this SOW shall be governed by NASPO Master Contract Number: AR2472 terms and conditions. In the event terms or conditions of this SOW conflict with NASPO terms and condition, of NASPO shall prevail.

A.1 SHORT-TERM RENTAL COMPLIANCE 360

Statement of Work

CONSULTANT’s Short Term Rental Monitoring and Identification Services are designed to assist CLIENT in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this agreement:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report

- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

360 Full Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

CONSULTANT Deliverables

Portal will begin archiving and monitoring within 60 days of contract signature at a minimum the following information, (herein “Self-Service STR Report”)

- STR unique id, website URL, duplicate STR ids
- Approximate or Exact STR address (and apartment number if applicable), city, state, postal code
- Partial or Full Operator information (name, address, city, state, postal code)
- Number of bedrooms
- Maximum guests
- Nightly rate
- Number of reviews
- Minimum nights
- Permit numbers displayed on the ad (if any)
- CONSULTANT will provide CLIENT with login access to the system for up to 100 staff members

- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to CLIENT staff at most once per year for up to two (2) hours. On-site training or training more frequent than once per year will incur additional costs as outlined in Exhibit B

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with

- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- Provide at no additional cost to the CONSULTANT Land Title, Land Ownership, and / or Parcel Ownership File
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- the most recent registration to collect the tax and returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.

Through the course of the Term, CLIENT shall:

- Pursue those Short-Term Rentals identified by CONSULTANT within 30 days of the date they are first identified for non-compliance per CLIENT's ordinance
- In the event of a misidentification, provide CONSULTANT with documentation and feedback
- Provide a valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required
- For 360 service only, provide a guideline for how to review, approve and/or reject registrations and/or answer any escalations that come from registrants and taxpayers

A.2 LODGERS' TAX ADMINISTRATION SERVICES

Statement of Work

The Lodger's Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the designated tax or fee administered on behalf of the CLIENT. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax or fee.

Remittance Processing

- Taxes and/or Fees Processed: CONSULTANT will perform remittance processing for taxes and/or fees as designated by the CLIENT.
- Business Notification and Remittance: CONSULTANT will provide individualized tax/fee notifications to all known tax or feepayers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, CONSULTANT may change the address for payments. Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax and/or fee collected.
 - Avenu provides three options for processing CLIENT funds:
 - **Option 1:** Lodgers tax funds are deposited into a Wells Fargo bank account managed by Avenu. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. This option offers the most seamless process, requiring minimal support from the client. Additionally, all reports will be available immediately following implementation. Avenu will absorb all banking fees associated with this option.
 - **Option 2:** Avenu establishes a dedicated Wells Fargo bank account specifically for CLIENT. Avenu will handle all lockbox functions for the CLIENT account. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. Reports will be available immediately with minimal support required from the client. Avenu will absorb all banking fees related to this option.
 - **Option 3:** CLIENT will set up its own Wells Fargo bank account. Avenu will have read-only access to the account and will need authorization to communicate directly with the bank regarding account transactions. The account will only receive deposits for STR permits and lodgers tax. Paper forms can either be mailed and processed by Avenu or by Wells Fargo's lockbox service. This option limits the availability of certain reports, and many financial and analytical reports may not be accessible immediately. The city will be responsible for any banking fees incurred with this option

- Posting Process: accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax or fee, name change and address change is captured and added to the payment data and accountmaster file (as determined necessary by CONSULTANT). Late payments are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax or fee due plus any required penalties.
- Business Support: CONSULTANT will provide a toll free support number and provide assistance Monday-Friday 7:30a.m.-4:30p.m CST. Support inquiries will be handled in the order in which received. During peak volume businesses will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Payments accepted: CONSULTANT will provide tax or feepayers with the option to pay via ACH debit (electronic check, paper check by mail, credit card and ACH credit (upon approval). A convenience fee in the amount of 3%-4% will be charged for use of this convenient payment method.
- Changes to Attachment A: The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.

Compliance Services

- Accounts Reviewed: CONSULTANT will perform compliance services for taxes or fees designated by CLIENT under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, CONSULTANT will make reasonable efforts to collect taxes or fees designated by the CLIENT hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all tax or feepayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

CONSULTANT Deliverables

- CONSULTANT will make available to the CLIENT with a cloud based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.

- CONSULTANT will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- CONSULTANT will provide the CLIENT with reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT. These reports are updated following each tax distribution and are immediately available online.;
- CONSULTANT will provide Online filing and remittance portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- As required CONSULTANT will provide Online Registration/License Application and Renewal portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- Create and maintain accountdatabase from client database and other sources.
- Provide tax and license forms and intructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; indentify underpayments and refer to compliance process
- CONSULTANT will provide a toll free support number and provide tax or feepayer assistance Monday-Friday 7:30a.m.-4:30p.m CST. Tax or Feepayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.

CLIENT Assistance

CLIENT shall assist CONSULTANT by prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax or fee and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing Tax or Fee records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees;
- Inform CONSULTANT of the development of new business developments or cooperatives
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.

- **Distribution Confirmation:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- **Changes to Attachment A:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- **Tax or Fee Change Notification:** In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will be deemed accurate.

A.3 DISCOVERY/RECOVERY SERVICES

Statement of Work

Discovery/Recovery Services are designed to provide a full-service solution to the CLIENT'S designated tax or fee enforcement procedures. It does not replace current functions but provides a focused and solution to the identification of entities subject to taxation and/or registration by the CLIENT, which are not properly registered, or otherwise not reporting taxes and/or fees to the CLIENT. In performing the Discovery/Recovery Services, CONSULTANT shall:

- Establish a comprehensive inventory of the entities subject to taxation by the CLIENT and the database elements needed to facilitate a comprehensive comparative analysis with the CLIENT'S records of those entities that are properly registered.
- Compare CONSULTANT'S database of business records with the CLIENT'S records to identify potential non-reporting and non-registered entities subject to taxation.
- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CLIENT'S applicable registration and/or tax returns.
- Invoice entities (including supporting documentation) on behalf of the CLIENT for the number of identified deficiencies, with payment to be remitted to CONSULTANT.
- Exhaust reasonable efforts to collaborate with the taxpayer in submitting registration and/or tax returns and payment correctly. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Collect the number of identified deficiencies, together with required supporting documentation, and remit payment received to the CLIENT as agreed upon in the workplan. (CONSULTANT

shall follow the CLIENT'S business rules in collecting partial payments or the tax in full at the CLIENT'S direction.).

- Provide call center open during normal business hours (7:30a.m.-4:30 p.m. CST.) to assist entities with questions concerning application of the CLIENT'S taxes, and reporting and remittance requirements.
- Educate entities regarding the CLIENT'S reporting requirements to prevent recurring deficiencies in future years.

CONSULTANT Deliverables

Throughout the course of the agreement, CONSULTANT will:

- Provide reports addressing each taxpayer who have failed to register and/or report appropriate taxes, penalties, interest and any fees due.
- Provide a detail payment listing showing all taxes and fees paid to CONSULTANT.
- Monitor and analyze the tax registry files of CLIENT no less than annually.

Remit payment to the CLIENT for funds received on behalf of the CLIENT no less than once per month on or before the tenth (10th) day of the month following collection.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

the most recent registration to collect the tax and

- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to sales tax, rental, hotel occupancy, lodging tax, permits and or business registration.
- **Distribution Confirmation:** The CLIENT will fill in the account information requested on **Attachment A**, sign and attach the same to the fully executed Agreement. Should there be any changes to the act count or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- **Changes to Attachment A:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will be deemed accurate.

A.4 COMPLIANCE AUDIT SERVICES

Objectives and Methods

CONSULTANT's Local Municipal Accommodation Tax Compliance Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the accommodation tax.

Statement of Work

Examination Services

- Establish a comprehensive inventory of all registered lodging providers subject to taxation by the CLIENT.
- Enter and Analyze lodging provider return data received from the CLIENT.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Verify accuracy of filed accommodation tax returns with annual and monthly activity summaries and P&L statements.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.
- Review bank statements to verify that deposits reconcile with the reported revenue on the accommodation tax returns if necessary.
- Review a random sample of exempted guest revenue for proper qualifying documentation and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of deficiency determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results.

Additional Consulting

- Assist CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination.
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

CONSULTANT Deliverables

Examination Services

- Provide CLIENT staff with a draft Announcement Letter to be sent to each lodging provider to be examined on CLIENT letterhead.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of deficiency determination, and/or credit, or commendation letters as applicable.

Additional Consulting

- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff.
- Provide other collections advice upon request.

CLIENT Assistance

- Provide CONSULTANT with:
 - a. List of all properties registered within CLIENT'S jurisdiction.
 - b. Thirty-six (36) Months of Returns for all properties (or properties CLIENT selected)
- CLIENT agrees to provide signed authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide CONSULTANT with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

A.5 AVENU | PAYMENTS (ELECTRONIC PAYMENT PROCESSING SERVICES)

Objectives and Methods

Our payment services offer a seamless and secure way for end users to make electronic payments within our Avenu | STR interface. Through an integration with the City's exclusive payment processor, Wells Fargo, we ensure a smooth experience while maintaining the City's existing payment infrastructure. This system is designed to provide a user-friendly interface for quick and efficient transactions, supporting online payments with reliability and ease.

Implementation Timeline

Integration of Avenu | STR and our backend Unigate Payment API with Wells Fargo's Cybersource Processing Platform

The integration of Unigate, the payment engine integrated directly within Avenu | STR's interface with Cybersource will establish a seamless transaction flow, enabling payments processed through Unigate to

be securely transmitted to Cybersource for authorization, settlement, and deposit into the designated Wells Fargo bank account.

Integration Process

- **Establish API Connectivity**
 - Configure API endpoints within Unigate to communicate with Cybersource's transaction processing services.
 - Implement necessary authentication and security credentials to enable connectivity.
- **Transaction Request Handling**
 - Develop and configure transaction request payloads to align with Cybersource's payment processing requirements.
 - Ensure accurate mapping of transaction data, including payment amounts, account details, and merchant reference IDs.
- **Response Handling and Data Mapping**
 - Process Cybersource's response messages to update transaction statuses within Unigate.
 - Implement logic to handle approvals, declines, and error messages while ensuring accurate reconciliation.
- **Settlement and Fund Deposits**
 - Configure settlement processes to ensure completed transactions are properly batched and transmitted to Wells Fargo for deposit.
 - Validate the accuracy of settlement reports and fund transfers to ensure expected deposit timelines are met.
- **Testing and Deployment**
 - Conduct integration testing to validate end-to-end transaction flow from Unigate through Cybersource to Wells Fargo.
 - Deploy the integration in a controlled environment before full-scale production release.
- **Monitoring and Issue Resolution**
 - Implement logging and monitoring to track transaction success rates and identify potential failures.
 - Establish error handling mechanisms to resolve processing issues and ensure uninterrupted payment flows.

This integration will provide a direct connection between Unigate and Cybersource, facilitating efficient transaction processing and secure fund transfers to the designated Wells Fargo bank account.

CLIENT Collaboration

Effective collaboration with CLIENT is pivotal for successful implementation. The following cooperative efforts from CLIENT are vital:

1. **Interviews Regarding Existing Processes:**
 - a. Gain insights into current processes to tailor the implementation accordingly.
2. **Form Documents:**
 - a. Provide samples of all form registration documents to be recreated for online submission.
 - b. Review initial and any subsequent changes as needed.
3. **Access to Systems:**

- a. Grant access to client systems for the installation and configuration of electronic payment services, in collaboration with their IT teams.
 - b. For online systems, the creation of layout files to import payment files into CLIENT's existing systems necessitates a comprehensive understanding of CLIENT's data structures and security protocols. CLIENT acknowledges that access to sensitive data for this purpose will be managed under strict confidentiality and in compliance with applicable data protection laws.
- 4. Update Website:**
- a. Once services have been completely implemented and CLIENT has reviewed all setups, CLIENT must add links to the homepage of their website, so the services are locatable by citizens for adoption.
- 5. PCI Compliance:**
- a. Installation of services on each workstation accepting payments entails compliance with all local and federal regulations. The CLIENT acknowledges that the Service Provider will ensure adherence to Payment Card Industry Data Security Standard (PCI DSS) requirements during installations.

Project Deliverables

1. In-person credit card payment processing with EMV technology.
2. Online credit card and ACH payment processing.
3. Synchronization of bill data for online presentation.

Risk Mitigations

Potential Delays: Due to data synchronization complexities.

- Mitigation: Ensure regular communication, a proactive approach to issue resolution, and adherence to all legal and regulatory requirements.

Project Sign-off:

The project will be deemed complete upon the successful implementation of all components, client validation, and acceptance.

Note: Any additional requirements discovered during the implementation may be subject to changes in the project timeline or scope, which will be communicated and agreed upon by both parties through formal amendments to the existing agreement.

EXHIBIT B - COMPENSATION SCHEDULE

The Payment and Rates Schedule can be found on Carahsoft Quote: 51543028 Dated: (03.26.25)

B.1 and B.2 SHORT-TERM RENTAL COMPLIANCE 360

The Short-Term Rental Monitoring and Identification Services, and Lodgers Tax Administration services shall be provided for the fees listed in the Milestone Schedule. Fees are invoiced at the completion of each milestone listed in the below Milestone Schedule.

Billing Schedule	Payment Due	Amount Due
Year 1 STR Onboarding	Annual in Advance - Net 30 Terms	\$54,782.61
Year 1 STR Identifications	Annual in Advance - Net 30 Terms	\$459,765.00
Year 2 STR Identifications	Annual in Advance - Net 30 Terms	\$482,753.25
Optional Year 1	Annual in Advance - Net 30 Terms	\$506,890.91
Optional Year 2	Annual in Advance - Net 30 Terms	\$532,235.36
Optional Year 3	Annual in Advance - Net 30 Terms	\$558,847.23

B.3 DISCOVERY/RECOVERY SERVICES

The Discovery/Recovery Services shall be provided for a contingency fee of Forty percent (40%) of the additional delinquent revenue received by CLIENT for the services. The Forty percent (40%) contingency fee shall apply to the current license/fee year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee is also due on all payments made direct to the CLIENT. The contingency fee only applies to revenue actually received by CLIENT. The term “current license/fee year/period” shall mean the most recent year or period for which local license and/or fees are due and payable to CLIENT, and in which CONSULTANT has identified deficiencies.

B.4 COMPLIANCE AUDIT PRICING

Compliance Audit services are included for up to 5% of the total STR accounts. Each additional audit costs \$750 per STR.

ATTACHMENT A

Distribution Confirmation

May 16, 2025

The City of Santa Fe, NM
200 Lincoln Avenue
Santa Fe, NM 87504

Dear Thomas Graham,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
Avenu Insights & Analytics LLC
Phone: 213-246-2445, Fax: 205-423-4097
E-mail: connie.taylor@avenuinsights.com

I have reviewed the above distribution and verify that it is correct.

CLIENT Name

By: _____

Name: _____

Title: _____

GRAHAM, THOMAS M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, March 25, 2025 11:09 AM
To: GRAHAM, THOMAS M.
Cc: ENCINIAS, AMANDA J.
Subject: RE: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

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 the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov

-Vehicles – dmjaramillo@santafenm.gov

-Grants - grants@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov


-Emergency Related Purchases - bgwilliams@santafenm.gov

-Asset over \$5k - jxbolden@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 \geq \$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.
- 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.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.

 [Book time to meet with me](#)

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>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: https://intranet.santafenm.gov/finance_1



"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>

Sent: Monday, March 24, 2025 3:55 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>

Subject: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

Hello, Travis,

I couldn't find the category for this product in the Bulk Letter for Determination you sent out, So please provide your determination for the contract we are seeking for the scope of work below:

Scope of Work:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected

- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers

- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: [\(505\) 955-6613](tel:(505)955-6613)

C: [\(505\) 231-0778](tel:(505)231-0778)

E: tmgraham@santafenm.gov



Stay in the know! Subscribe to [PLUS](#), our free quarterly email newsletter with the latest on how we're working with *you* to build a more modern, vibrant, and inclusive Santa Fe.



IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Tom Graham Date: 03.18.2025

Division: Land Use Development Phone: 505.955.6613

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: No replacement. Short-Term Rental Full Service Solution
(version/module) _____

2. Number of current users : Unlimited numbers of users

3. Who is responsible for updating / troubleshooting the current solution?

☐ ITT Representative (division/position/name/contact info): _____

☒ Vendor (name / contact info): Avenu Insights & Analytics

☐ City Department's representative (name/contact info): _____

☐ 3rd Party Contractor (name/contact info): _____

☐ Other: (Company/name/contact/allocated hours/mo): _____

4. Is the current system hosted in the cloud or locally by the City:

☐ Hosted on ITT servers (name and location): _____

☒ Hosted on Cloud (provider name and link): Hosted on Azure at <https://str.avenuinsights.com/>

5. What are main features you are utilizing with the current software:

Identification, Monitoring, Registration, Permitting, Print and Mail, 24/7 Hotline, Tax Collection/Remittance Portal, Payment Processing

6. Describe the limitations of the current software that new proposed solution will remedy:

Current process does not identify all the short term rentals operating in the City, and does not collect all of the lodging tax.

7. What is the extent of the data that will be transferred to the new solution from the current solution:

☐ All the data will be transferred and deleted from existing accounts; _____

☒ Only partial/or no data will be transferred, and the data will be backed up into local drive.(where?) Historic lodging tax filings and licensing / permit data from 2024/2025 (presumably from Tyler Munis) from the past 3 years will be transferred to the Azure portal

8. Will there need to be an archival copy of the current solution maintained? ☒ No _____

☐ Yes (if yes – by who, and how long): _____

☐ Unknown (specify): _____



Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Avenu | STR Compliance 360
10. What is the goal of the requested application? Short-Term Rental Compliance
11. Number of users that will be utilizing the system and will need licenses: Unlimited numbers of users
12. How many users will be covered by current quote?: Unlimited numbers of users
13. Single sign on – is this solution capable of:
- ☐ Azure Entra ID SAML ☒ Other SSO: 2FA email + code
- ☐ Azure Entra ID OAUTH2
14. Will the new solution be hosted and where:
- ☐ Locally (address): _____
- ☒ or in the Cloud (address): https://str.avenuinsights.com/
15. Will the updates to the new system/solution be performed by:
- ☐ City staff (Name/position/division): _____
- ☒ or the Vendor (assigned staff): Avenu Insights & Analytics
16. What existing IT systems, if any, does this solution need to connect to?:
- ☐ Email _____ ☐ GIS portal/databases*
- ☐ Network _____ ☒ **MunisAPI**

Email notifications for registration, tax payment and compliance activities. GIS shapefiles are required for specifics of enforcement of STR ordinance

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
- ☐ ITT Representative (division/name/contact info): _____
- ☒ Vendor (name / contact info): Vendor will need to connect to Munis via API, Avenu Insights & Analytics
- ☐ City Department's representative (name/contact info): _____
- ☐ 3rd Party Contractor (name/contact info): _____
- ☐ Other: (Company/name/contact/allocated hours/mo): _____
18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution?

Unknown	Under 3 months	3 to 6 months <input checked="" type="radio"/>	6-12 months	More than 1 yrs	Other:
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19. How or who handles any requests for support for the requested application?

Handled directly through Avenus Customer Service Portal ServiceNow



20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?
Customer support is provided between 8 AM to 5 PM Monday to Friday in Santa Fe time. 98% uptime guarantee

No Vendor Support	Limited to # hours: _____	Unlimited Business Hours	Unlimited 24/7	Other:
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20a. Please include Service Level Agreement details _____

21. Vendors contact information for technical questions regarding this new solution:

Avenu Insights & Analytics; www.avenuinsights.com; succeed@avenuinsights.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?

Any Chrome, Firefox, Safari, or modern Microsoft Edge web browser on Windows 10 or higher, Mac OSX 10.8 or higher operating system or ios/android modern browser

23. Is there different level of access to the requested application? If so, how is access handled?

Role based access is managed through Sys Manager module. User provisioning is done through Active Directory / SSO or through Avenu support staff.

24. Will AI component be utilized in the application?

No _____ Explanation: _____

Yes ☒ Explanation: partial AI - used to match images and floorplans

25. Is there an option to utilize Enterprise AI version if available?

This only for Land Use, no need to purchase Enterprise, potentially Finance can utilize this as well, only for one module Short Term rentals

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?

Starting from Scratch - no City Data, there will be some data provided from City to start

27. Does the quote include Enterprise version option? Yes

28. Will AI component be reviewed first with a test group? No AI use

Will you require ITT to set up the security and privacy settings on AI component?

No ☒ Explanation: N/A

Yes _____ Explanation: _____

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT?

SOC 2 Certified PCI, Level 1 Certified

30. Does this have Incident management component and how this will be managed?

No ☒ Explanation: N/A

Yes ☐ Explanation: _____



ITT GIS Discovery questions

31. Will you require APA/Map service?

No

32. Who is your City GIS Contact?: succeed@avenuinsights.com

33. List of data needed for map service:

Shapefile for 1) residential zones, 2) Municipal Boundaries, 3) List of City owned properties

34. Is there a data that needs to be reconciled back into City GIS databases? No

35. Will you need City GIS Team to create you field app/ dashboards/ additional services?

No

36. Will you require City's Esri Licenses and how many?:

No, we convert all files to KML open format

37. Will this affect City's ESRI service agreement in any way?:

No, we use our own conversion tools to convert to KML open format

ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?

☒ City Department Project Manager

☒ Vendor Project Manager

☐ ITT Enterprise Project Management Office Project Manager

☐ Other _____

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

☐ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)

☒ New application selection, purchase, and implementation



For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

☒ Yes (Requires Division Approval) ☐ No

B. Will this implementation and management require ITT staff hours?

☒ Yes (Requires Division Approval) ☐ No

C. Was the requested software vetted by ITT Security officer?

☒ Yes ☐ No (Requires Security Officer Approval)

D. Does the requested solution have Single Sign enabled?

☒ Yes (per questions provided above) ☐ No (Requires Security Officer Approval)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☒ No

Request Approved?



Yes



No (requires reason)

Approver's Name/ Signature: Zarifa Dushdurova

Digitally signed by Zarifa
Dushdurova
Date: 2025.03.20 11:54:58 -06'00'

Date: 03/20/2025

Since this will require API to connect to Tyler Munis, that information will be determined when requester determines the appropriate Tyler Munis module and goes through discovery session with ITT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2025

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 CN115487564-9/1-CAS-2025	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Underwriters Insurance Company INSURER B: Trumbull Insurance Company INSURER C: N/A INSURER D: Twin City Fire Insurance Company INSURER E: Hartford Fire Insurance Company INSURER F:
INSURED Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120	NAIC # 27120 N/A 29459 19682

COVERAGES

CERTIFICATE NUMBER:

CLE-007224859-02

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 E	<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 checked="" type="checkbox"/> LOC OTHER:			10UUNBK2KZB 10UUNDS3553 (NY Only)	03/15/2025 02/05/2025	09/01/2025 09/01/2025	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 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			10UENBK2L0M	03/15/2025	09/01/2025	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 \$ \$
D	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	10WEAE7C2X	03/15/2025	09/01/2025	<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

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87501	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 <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

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
 ACP Avenu Midco LLC
 ACP Avenu Holdings, L.P.

Signature: 

Email: xivigil@santafenm.gov