


# MEMORANDUM

---

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** November 15, 2024  
**Subject:** Request for Approval of Amendment No. 4 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. 21/01/P)

## SUMMARY

The Agency is requesting the Board approve Amendment No. 4 (Amendment) to the Services Agreement (Agreement) with Ambitions Technology Group (Ambitions) of Albuquerque, NM, to continue managing the Agency's IT network.

The Amendment extends the term of the Agreement through November 19, 2025 (Year 5). Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The Amendment also increases compensation by \$70,400 to a total amount not to exceed \$311,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

## BACKGROUND

Amendment No. 4 will continue the following services:

- End-user support, including live helpdesk
- On-site and remote desk support
- After-hours emergency support
- Network and endpoint monitoring, optimizing, and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support, including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing, and reporting
- Disaster recovery, including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support, including VPN and desktop remote access

- Email infrastructure and support
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for signs of failures
- Add or remove users (endpoints and network)
- New hardware or software, or replace
- Microsoft Office support
- Software application support, including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support, including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, and Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration, and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

On September 2, 2020, the Agency issued Request for Proposal (RFP) No. 21/01/P for managed IT services. Eight firms responded to the RFP.

On November 19, 2020, the Board approved a Services Agreement with Ambitions for \$60,000.

On November 18, 2021, the Board approved Amendment No. 1 to the Agreement. Amendment No. 1 increased the compensation by \$60,000 for a total amount not to exceed \$120,000 and extended the term to November 19, 2022.

On November 17, 2022, the Board approved Amendment No. 2, which increased compensation by \$54,100 for a total amount not to exceed \$174,100 and extended the term to November 19, 2023.

On November 16, 2023, the Board approved Amendment No. 3 to increase the compensation by \$66,500 to a total amount not to exceed \$240,600 and extend the Agreement term through November 19, 2024. The Amendment also migrated the Agency's email infrastructure and support from a local exchange (physical) server to the cloud-based Microsoft Exchange Online platform.

## **ACTION REQUESTED**

The Agency requests the Board approve Amendment No. 4 to the Agreement with Ambitions Technology Group for managed IT services.

The Agency requests approval to extend the term of the Agreement through November 19, 2025, and to increase compensation by \$70,400 for a total amount not to exceed \$311,000.

### **Attachments:**

- 1) Amendment No. 4 – Services Agreement
- 2) Amendment No. 3 – Services Agreement
- 3) Amendment No. 2 – Services Agreement
- 4) Amendment No. 1 – Services Agreement
- 5) Services Agreement with Ambitions Technology Group

M:\Memo\111524.2

**AMENDMENT 1**

**Amendment No. 4 – Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 4  
SERVICES AGREEMENT WITH  
AMBITIONS TECHNOLOGY GROUP  
(Managed IT Services - 2020)**

This AMENDMENT No. 4 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventy Thousand Four Hundred Dollars and No Cents (\$70,400) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Thousand Eleven Hundred Dollars and No Cents (\$311,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
AMENDMENT NO. 4	\$70,400.00
CONTRACT TO DATE	\$311,000.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

**2. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**3. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Camilla Bustamante  
Chairperson, Joint Powers Board

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

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

**CONTRACTOR:**

\_\_\_\_\_  
Lucas Rael  
Chief Executive Officer  
Ambitions Technology Group

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

**Year 5 Fee Schedule**

**FEE SCHEDULE**

**RFP No. 21/01/P  
MANAGED IT SERVICES FOR THE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Monthly Cost</b>
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	4	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	5	\$	\$ Included
Laptop Support	1	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
One Siris4 Business Server Offsite Storage – 3TB <sup>(1)</sup>	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$268.00	\$268.00
<b>Total</b>			<b>\$4,672.15</b>

- (1) Datto license and 3TB offsite storage:  
 Year 1 - \$155.00/month  
 Year 2 and 3 - \$260.72/month  
 Year 4 and 5 - \$325.90/month  
 Year 5 and beyond - \$391.08/month

**ATTACHMENT 2**

**Amendment No. 3 - Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
SERVICES AGREEMENT WITH  
AMBITIONS TECHNOLOGY GROUP  
(Managed IT Services - 2020)**

This AMENDMENT No. 3 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Six Thousand Five Hundred Dollars and No Cents (\$66,500.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Forty Thousand Six Hundred Dollars and No Cents (\$240,600.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
CONTRACT TO DATE	\$240,600.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

**2. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.

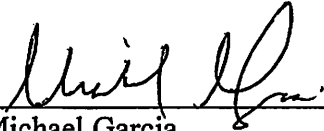
B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**3. AGREEMENT IN FULL FORCE**

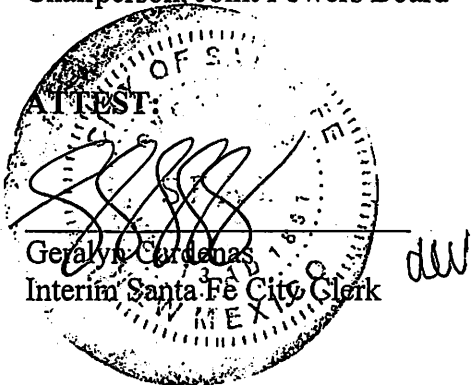
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.


**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

  
\_\_\_\_\_  
Michael Garcia  
Chairperson, Joint Powers Board

11/16/23  
Date:

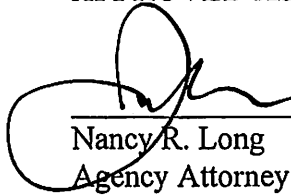
  
ATTEST:  
\_\_\_\_\_  
Geraldyn Cordenas  
Interim Santa Fe City Clerk

**CONTRACTOR:**

  
\_\_\_\_\_  
Lucas Rael  
Chief Executive Officer  
Ambitions Technology Group

12.07.2023  
Date:

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

11.16.2023  
Date:

**EXHIBIT A**

**Year 4 Fee Schedule**

**FEE SCHEDULE**

**RFP No. 21-01-P  
MANAGED IT SERVICES FOR THE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Monthly Cost</b>
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	6	\$	\$ Included
Laptop Support	1	\$	\$ Included
Laptop Support - Limited Use	1	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
One Siris4 Business Server Offsite Storage – 3TB <sup>(1)</sup>	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$220.20	\$220.20
<b>Total</b>			<b>\$4,749.35</b>

- (1) Datto license and 3TB offsite storage:  
 Year 1 - \$155.00/month  
 Year 2 and 3 - \$260.72/month  
 Year 4 and 5 - \$325.90/month  
 Year 5 and beyond - \$391.08/month

**Microsoft Exchange Online Plan 1**  
Exchange Online Account Set-up,  
DUO Account Set-up and user activation,  
User Migration to Exchange Online Account,  
Shared Mailbox Creation,  
Email Backup Software set up and deployment.  
Post migration support per end user and on-site support.

One-Time Total	\$8,800.00
Total Taxes	\$ 671.00
Total	\$9,471.00

**ATTACHMENT 3**

**Amendment No. 2 - Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
SERVICES AGREEMENT WITH  
AMBITIONS TECHNOLOGY GROUP  
(Managed IT Services - 2020)**

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty-Four Thousand One Hundred Dollars and No Cents (\$54,100.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Seventy-Four Thousand One Hundred Dollars and No Cents (\$174,100.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
CONTRACT TO DATE	\$174,100.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hansen  
Anna Hansen  
Chairperson, Joint Powers Board

11/17/22  
Date:

**ATTEST:**

Katharine E. Clark  
Katharine E. Clark  
Santa Fe County Clerk



**CONTRACTOR:**

Lucas Rael  
Lucas Rael  
Chief Executive Officer  
Ambitions Technology Group

11/29/2022  
Date:

**APPROVED AS TO FORM:**

Nancy R. Long  
Nancy R. Long  
Agency Attorney

11-18-2022  
Date:

**EXHIBIT A**  
**Year 3 Fee Schedule**

**FEE SCHEDULE**  
**RFP No. '21-01-P**  
**MANAGED IT SERVICES**  
**FOR THE**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB <sup>(1)</sup>	1	\$260.72	\$260.72
Hyper V Host	1	\$	\$ Included
<b>Total</b>			<b>\$4,511.97</b>

(1) Datto license and 3TB offsite storage:  
Year 1 - \$155.00/month  
Year 2 and 3 - \$260.72/month  
Year 4 and 5 - \$325.90/month  
Year 5 and beyond - \$391.08/month

**ATTACHMENT 4**

**Amendment No. 1 - Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
SERVICES AGREEMENT WITH  
AMBITIONS TECHNOLOGY GROUP  
(Managed IT Services - 2020)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty Thousand Dollars and No Cents (\$60,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
CONTRACT TO DATE	\$120,000.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The Agency is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in Exhibit Attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

**2. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2022, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the

Agency and Contractor.

**3. AGREEMENT IN FULL FORCE**

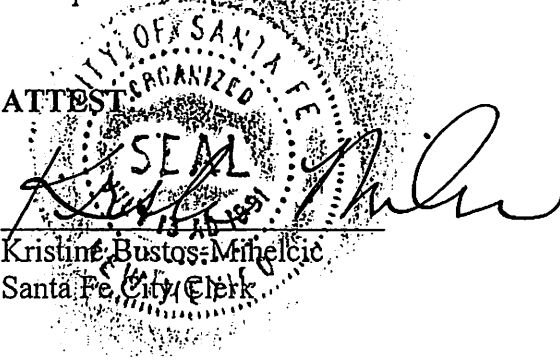
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

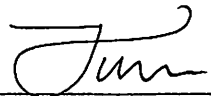
**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

  
JoAnne Vigil Coppler  
Chairperson, Joint Powers Board

11/22/21  
Date:

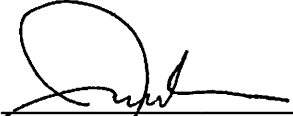
ATTEST:  
  
Kristine Bustos Mihelcic  
Santa Fe City Clerk

**CONTRACTOR:**

  
Lucas Rael  
Chief Executive Officer  
Ambitions Technology Group, LLC

11/23/21  
Date:

**APPROVED AS TO FORM:**

  
Nancy R. Long  
Agency Attorney

11.19.2021  
Date:

**EXHIBIT A**

**Year 2 Fee Scheule**

**FEE SCHEDULE**  
**RFP No. '21-01-P**  
**MANAGED IT SERVICES**  
**FOR THE**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB <sup>(1)</sup>	1	\$260.72	\$260.72
Hyper V Host	1	\$	\$ Included
<b>Total</b>			<b>\$4,511.97</b>

- (1) Datto license and 3TB offsite storage:  
Year 1 - \$155.00/month  
Year 2 and 3 - \$260.72/month  
Year 4 and 5 - \$325.90/month  
Year 5 and beyond - \$391.08/month

**ATTACHMENT 5**

**Services Agreement  
with  
Ambitions Technology Group**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
SERVICES AGREEMENT  
WITH  
AMBITIONS TECHNOLOGY GROUP  
(Managed IT Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Ambitions Technology Group, LLC (“Contractor”) to provide managed IT services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

**1. SCOPE OF SERVICES**

The services subject to this Agreement are set forth in RFP No. '21/01/P and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

**2. STANDARDS OF PERFORMANCE; LICENSES**

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

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

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty Thousand Dollars and No Cents (\$60,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The Agency is exempt

from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

4. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**6. TERMINATION**

The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

**7. DEFAULT**

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided

herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

**8. FORCE MAJEURE**

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

**9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

10. **CONFIDENTIALITY**

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

11. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

12. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

13. **RELEASE**

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

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

**14. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain technology professional liability insurance of \$1,000,000 for each claim throughout the term of this Agreement.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

**15. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

**16. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-27 NMSA 1978. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**17. THIRD PARTY BENEFICIARIES**

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

**18. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and

the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**19. APPLICABLE LAW; CHOICE OF LAW; VENUE**

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

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

**20. AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

**21. SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

During the term of this Agreement, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

**23. SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

**24. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

**AGENCY:** Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Fax: (505) 424-1839  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Lucas Rael  
Chief Executive Officer  
Ambitions Technology Group  
201 Third Street NW, Suite 720  
Albuquerque, NM 87102  
Fax: (888) 384-4990  
Email: lrael@ambitionsgroup.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

25. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hansen      11/18/2020  
Anna Hansen      Date:  
Chairperson

**ATTEST:**

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk



**CONTRACTOR:**

Lucas Rael      12/3/2020  
Lucas Rael      Date:  
Chief Executive Officer  
Ambitions Technology Group

**APPROVED AS TO FORM:**

Nancy R. Long      11-20-2020  
Nancy R. Long      Date:  
Agency Attorney

**EXHIBIT A**  
**Scope of Services**

## SCOPE OF SERVICES

Contractor shall provide managed IT services including but not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently, the Agency has, but is not limited to, the following inventory:

- **Network**
  - Windows PC environment
  - Adtran devices managed by CenturyLink
  - Fortinet firewalls - Fortigate 100E and 60E
  - HP Aruba PoE switches - 5
  - Dell PowerEdge physical servers - 3
  - Microsoft virtual machines – 5
  - WasteWorks satellite servers (Dell OptiPlex 5070) - 2
  - Desktops - 20
  - Laptops – 4
  - Conference room televisions with Lenovo Think Centre - 2
  - Kronos kiosks (Dell OptiPlex 3070) - 2
  - Digi port servers for serial to Ethernet connectivity at scale houses - 3
  - Ubiquity wireless access points in each building - 5
  - Ubiquity wireless point to point  $\approx \frac{3}{4}$  mile distance - 1
  - Network print servers and printers
  - Sharp and Toshiba copiers with scanning capability – 5
  - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Main Server** – 2020 Dell PowerEdge T440 Server; domain controller, file server and 2019 Microsoft Exchange server; Veeam licenses; Microsoft Server OS 2019; Microsoft Hyper-V virtualization software; OS volume is 460 GB; data drive is 3.7 TB.
- **WasteWorks Server** – 2019 Dell PowerEdge T440 Server; WasteWorks server, domain controller; Veeam licenses; Microsoft Server OS 2016 Standard; WasteWorks-SQL database program; Microsoft Hyper-V virtualization software; OS volume is 225 GB; data drive is 1.4 TB.
- **WasteWorks Satellite Servers** – Two 2020 Dell OptiPlex 5070 with Intel Core i7-9700 and 8 GB RAM; Microsoft OS Windows 10.
- **Backup Server** – 2019 Dell EMC PowerEdge R740 Server; Microsoft Server OS 2016; OS volume is 225 GB; data drive is 7.6 TB.
- **Backup System** - Local (Dell EMC PowerEdge R740 Server) and offsite backups. Backups shall be performed daily. Data shall be backed up to a Datto Siris4 Business server

with 3TB of storage at the Contractor's facility in Albuquerque, NM. Retention for local backups shall be 30 days. Retention for offsite backups shall be one year.

- **Software**

- Microsoft Hyper-V virtualization software
- Veeam licenses installed on all virtual servers
- Microsoft Exchange 2019
- ESET antivirus software
- Cloud-based service SPAM filtering program
- General productivity software (Microsoft Office and Adobe)
- Carolina software - WasteWorks scale software\*
- Munis ERP – financial management software (City system)\*
- Open Edge credit card payment processing system\*
- Kronos time clock software\*
- Sharpdesk software for scanning and content management\*
- Mitel VOIP phone system with InGate SIParator firewall\*
- JJ Keller cloud-based health and safety software\*
- Fleetio cloud-based fleet management software\*
- Performance Now software
- CAT equipment parts software\*
- FitPro respirator fit test software\*

- **Miscellaneous**

- Cell phones - 11 and tablets - 5 (Verizon and Sprint providers)\*
- ExacqVision video surveillance - two network video servers and 48 cameras\*
- Motorola handheld radios, two bases and one repeater\*
- Trimble base station/rover/equipment (GPS system)\*

\* denotes full/limited support by software/equipment provider.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FEE SCHEDULE**

**RFP No. '21-01-P  
MANAGED IT SERVICES  
FOR THE**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Monthly Cost</b>
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses <sup>(1)</sup>	5	\$11.00	\$55.00
Siris4 Business Server Offsite Storage – 3TB <sup>(1)</sup>	1	\$100.00	\$100.00
Hyper V Host	1	\$	\$ Included
<b>Total</b>			<b>\$4,406.25</b>

(1) Datto license and 3TB offsite storage:  
 Year 1 - \$155.00/month  
 Year 2 and 3 - \$260.72/month  
 Year 4 and 5 - \$325.90/month  
 Year 5 and beyond - \$391.08/month