



**The Purchasing Memo**

**Date:** May 28, 2025

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

**Via:** Eric Candelaria, ITT Department Director EC

**From:** Joshua Chandler, Contract Administrator

**Subject:** Amendment 1 to Professional Services Contract Item #24-0453

**Vendor Name:** TEKSystems Global Service LLC

**Munis Vendor Number:** 5810

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**ITEM AND ISSUE:**

Request for Approval of Amendment #1 to Professional Services Agreement Item#24-0453 To Increase the Compensation Amount by \$1,478,447.10 and Extend the Current Term by Three Years, Effective Through July 12<sup>th</sup>, 2028. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250016.

**BACKGROUND AND SUMMARY:**

TekSystems Global Service LLC will provide comprehensive Service Category 6 Systems Administration Services, delivering detailed documentation that strategically differentiates between IT production and support functions, operational responsibilities, and critical communication channels for both IT and business personnel. The service encompasses robust support for AS400 daily production operations, including efficient management of password resets, user profile configurations, and technical troubleshooting for City Staff. Additionally, the engagement includes dedicated assistance to the City IT Department through weekly tape backup procedures, comprehensive billing processes, and generation of operational reports specific to AS400 systems. Throughout the Advanced Utilities Billing data migration process, TekSystems Global Service LLC will provide continuous and seamless support, ensuring uninterrupted service during and after the transition.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** ERP/Fund 325

**Munis Org Name/Number:** ITT Enterprise Resource Planning/3253950

**Munis Object Name/Number:** Other Consulting/510340

**Budget Officer / Designee:** ALEXIS LOTERO (Jun 4, 2025 13:23 MDT)

**Date:** 06/04/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

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

The procurement method is the State of New Mexico General Services Department State Price Agreement (SPA) #30-00000-23-00080DE which expires on February 8, 2028.

**Chief Procurement Officer (CPO) / Designee:** JoAnn Lovato Montaño **Date:** 06/04/2025

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** Eric Candelaria **Title:** \_\_\_\_\_ **Date:** 05/28/2025  
Eric Candelaria (May 28, 2025 10:42 MDT)

**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:**

Amendment 1 of Professional Services Contract Item #24-0453

Professional Services Contract Item#24-0453

Statewide Price Agreement Amendment 1 #30-00000-23-00080DE

Quotes

TEKSystems Inc COI

TEKSystems Inc W9

Item# \_\_\_\_\_  
Munis Contract# 3250016  
Original Contract Item # 24-0453  
SWPA#: 30-00000-23-00080DE

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES CONTRACT  
ITEM #24-0453**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 12, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **TEKsystems Global Service, LLC** (the "Contractor").

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide project management services for IT-related projects for the City.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$1,478,447.10 including New Mexico gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ninety-four dollars (\$94.00) per hour for Business Analyst services and one hundred twenty-five dollars (\$125.00) per hour for Project Manager services, where such compensation shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents

(\$1,737,231.60), including gross receipts tax. The New Mexico gross receipt tax levied on the amounts payable under this Contract totaling one hundred forty-two thousand, two hundred thirty-five dollars and eighty-four cents (\$142,235.84) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents (\$1,737,231.60). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and replaced with the following:

This contract shall not become effective until approved by the city. This Contract shall terminate on July 12, 2028, in accordance with NMSA 1978, Sections 13-1-150 through 152, unless terminated pursuant to paragraph 5 (Termination) or paragraph 6 (Appropriations).

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
**TEKsystems Global Service, LLC**

\_\_\_\_\_  
ALAN WEBBER, MAYOR

*Travonne Crayton*  
\_\_\_\_\_  
Travonne Crayton, Senior Manager of Operations

DATE: \_\_\_\_\_

DATE: 05/27/2025  
NMBTIN: 02395509000

ATTEST:

\_\_\_\_\_  
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Frank B. Rybalak*  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster* 06/11/2025  
\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and TEKsystems Global Service, LLC, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services for the City:

TEKsystems will provide Service Category 6 Systems Administration Services.

- Service will create and provide documentation, delineating between IT production support, operational duties, and providing tracing to IT and business staff.
- Support will be provided as needed for AS400 daily production issues that include password resets, new profile setup, troubleshooting City Staff issues.
- Assist City IT Dept Staff with weekly tape back-up, billing and reports associated with AS400 operations.

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Service Category 6 Systems Administration Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

### **3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the one hundred fifteen dollars (\$115.00) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed two hundred fifty eight thousand seven hundred eighty four dollars and fifty cents (\$258,784.50), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling nineteen thousand five hundred eighty-four dollars and fifty cents (\$19,584.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT (\$258,784.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **12 months from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### 5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 6 and 14, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement 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 Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. 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 AGREEMENT.*

#### 6. Appropriations

The terms of this Contract 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 Governing Body, this Contract shall terminate immediately 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.

#### 7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

**8. 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.

**9. 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.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. 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 the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

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.

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 Article 13 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 Article 13 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 Article 13 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.

#### **14. Amendment**

A. This Agreement 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 Article 5 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. 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 Contract is issued against the state or agency Master Agreement, established and maintained by the (State of New Mexico General Services Department), #30-00000-23-00080DE State of New Mexico Statewide Price Agreement, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **17. Penalties for violation of law**

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 illegal bribes, gratuities, and kickbacks.

#### **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

**19. 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.

**20. 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.

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. 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.

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. 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.

**26. 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.

**27. 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.

**28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

City of Santa Fe  
1600 St. Michaels Dr. Build #24  
Mouton Hall  
Santa Fe, NM 87501

To the Contractor:

TEKsystem  
2155 Louisiana NE Suite 4100  
Albuquerque, NM 87110

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, 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's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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:

  
Alan Webber (Jul 12, 2024 16:09 MDT)  
ALAN WEBBER, MAYOR

  
\_\_\_\_\_  
SOPHIA TIEU

TITLE: SENIOR MANAGER OF OPERATIONS  
SUPPORT – CONTRACTS TEAM

DATE: Jul 12, 2024

DATE: Jun 7, 2024

CRS#: 02395509000

Registration #: \_\_\_\_\_

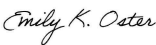
ATTEST:

  
\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 07/10/2024 *XIV*

CITY ATTORNEY’S OFFICE:

  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY Jun 7, 2024

APPROVED FOR FINANCES:

  
\_\_\_\_\_  
FINANCE DIRECTOR  
~~ITT Infrastructure Svcs 6203650.510310~~  
ITT Enterprise Resource Planning 3253950.510340  
*AJH*



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment Cover Page

**Awarded Vendor:**  
0000019969  
TEKsystems, Inc.  
P.O. Box 198568  
Atlanta GA 30384-8568

**Contact: Sam Dickey, Eli Renner**  
Email: sdickey@TEKsystems.com  
erenner@teksystems.com  
Telephone No.: (505) 872-6317 M: (505) 453-7195  
(888) 519-0076

**Contract Number: 30-00000-23-00080DE**

**Amendment No.: One**

**Term: February 9, 2024 – February 8, 2028**

**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

**For questions regarding this contract please contact:**  
**Lucy Vigil-Rendon (505) 629-2297**

**Procurement Specialist: Yulastuti Wulandari** *yw*

**Telephone No.: (505) 469-2248**

**Email: Yulastuti.Wulandari@gsd.nm.gov**

**Title: Information Technology Professional Services**

**This amendment is to be attached to the respective Contract and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Revise Article 33 – Additional Provisions**

**See Amendment No. 1 for details.**

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

**State of New Mexico****General Services Department, State Purchasing Division  
Information Technology Agreement****General Services Contract Amendment  
Statewide Price Agreement No.: 30-00000-23-00080DE  
Amendment No.: One**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **TEKsystems Global Service LLC**, hereinafter referred to as the "Contractor".

The purpose of this Amendment is to revise Article 33 – Additional Provisions in its entirety.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

**1. Article 33 – Additional Provisions**

**a. Reporting:**

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<b>Quarter:</b>	<b>Period Ending:</b>	<b>Report and Fee Due Date:</b>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Contractor agrees to utilize the New Mexico Quarterly Sales report provided by State Purchasing Division. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Detailed instructions can be found on page one of the excel Quarterly Sales Report.

**Reports must be submitted via email to:**

[GSD.QuarterlyUsageR@gsd.nm.gov](mailto:GSD.QuarterlyUsageR@gsd.nm.gov)

**New Mexico State Purchasing Division Quarterly Sales Report- template can be located at:**

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

**A list of New Mexico State Agencies can be located at:**

<https://www.nm.gov/departments-and-agencies/>

**b. Fees:**

The Contractor agrees to remit an administrative reporting fee payable by check to the New Mexico State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico State Agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-23-00080DE** on the quarterly sales report and remit payment, no later than thirty days following the end of each quarter. State Purchasing Division only accepts check payments.

**Payments must be submitted via U.S. mail to:**

New Mexico State Purchasing Division  
Attention: Compliance  
P.O. Box 6850, Santa Fe, New Mexico 87502

**All other Articles and Deliverables of the original contract remain the same.**

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: *Eli Renner* Date: 8/29/2024  
Eli Renner  
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: *Jason Clack* Date: 8/29/2024  
Jason Clack, General Counsel  
Department of Information Technology

Approved for financial sufficiency:

By: *Eve Banner* Date: 8/29/2024  
Eve Banner, Chief Financial Officer  
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

**BTIN: 02-395509-000**

By: *Ann Marie Lucero* Date: 8/29/2024  
Taxation & Revenue Department

*Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.*

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By:  Date: 9/3/2024  
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer  
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: *Dorothy Mendonca* Date: 9/3/2024  
State Purchasing Agent  
State Purchasing Division

**Certificate Of Completion**

Envelope Id: E88BBA6824F6471CB682A26280C18C49	Status: Completed
Subject: 30-00000-23-00080DE A001 Information Technology Professional Services - TEKsystems, Inc	
Source Envelope:	
Document Pages: 5	Signatures: 6
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Yuliasuti Wulandari
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Yuliasuti.Wulandari@gsd.nm.gov
	IP Address: 164.64.62.10

**Record Tracking**

Status: Original	Holder: Yuliasuti Wulandari	Location: DocuSign
8/12/2024 5:44:25 PM	Yuliasuti.Wulandari@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Michael Saavedra	<i>MS</i>	Sent: 8/12/2024 5:48:12 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 8/13/2024 7:41:31 AM
IT and Const. Bureau Chief		Signed: 8/13/2024 7:41:36 AM
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	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/4/2020 11:04:51 AM  
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Eli Renner	<i>Eli Renner</i>	Sent: 8/13/2024 7:41:38 AM
erenner@TEKsystems.com		Resent: 8/19/2024 2:18:34 PM
Regional Controller		Resent: 8/26/2024 8:44:47 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Viewed: 8/26/2024 9:27:49 AM
	Using IP Address: 216.152.105.24	Signed: 8/29/2024 12:05:49 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/13/2024 8:18:19 AM  
ID: 301f8e86-02e0-462f-890c-ae0f28514198

Ann Marie Lucero	<i>Ann Marie Lucero</i>	Sent: 8/29/2024 12:05:51 PM
annmarie.lucero@tax.nm.gov		Viewed: 8/29/2024 12:06:44 PM
District Mgr.		Signed: 8/29/2024 12:09:48 PM
State of New Mexico Taxation and Revenue		
Signing Group: 33300 - CRS Verification	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None), Login with SSO	Using IP Address: 164.64.133.192	

**Electronic Record and Signature Disclosure:**  
Accepted: 6/2/2020 2:28:54 PM  
ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Eve Banner	<i>Eve Banner</i>	Sent: 8/29/2024 12:09:49 PM
Eve.Banner@doit.nm.gov		Viewed: 8/29/2024 1:19:59 PM
Eve T. Banner, CFO		Signed: 8/29/2024 1:20:27 PM
DoIT		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.125.237	

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116</p> <p>EPMO epmo@doit.nm.gov State of New Mexico, Dept of Information Technology Signing Group: 36100 - EPMO Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/19/2023 3:10:28 PM ID: e00b03a4-ad65-4ad1-8658-6bae1fc1746e</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.40.4</p>	<p>Sent: 8/29/2024 1:20:29 PM Viewed: 8/29/2024 1:23:59 PM Signed: 8/29/2024 1:24:02 PM</p>
<p>Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.135</p>	<p>Sent: 8/29/2024 1:24:04 PM Viewed: 8/29/2024 1:36:14 PM Signed: 8/29/2024 1:36:58 PM</p>
<p>Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 164.64.127.3</p>	<p>Sent: 8/29/2024 1:37:00 PM Viewed: 9/3/2024 8:39:11 AM Signed: 9/3/2024 8:39:20 AM</p>
<p>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)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10</p>	<p>Sent: 9/3/2024 8:39:22 AM Viewed: 9/3/2024 11:20:19 AM Signed: 9/3/2024 11:20:23 AM</p>
<p>Yuliasuti Wulandari yuliasuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10</p>	<p>Sent: 9/3/2024 11:20:24 AM Viewed: 9/4/2024 9:23:42 AM Signed: 9/4/2024 9:23:47 AM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	8/12/2024 5:48:12 PM
Certified Delivered	Security Checked	9/4/2024 9:23:42 AM
Signing Complete	Security Checked	9/4/2024 9:23:47 AM
Completed	Security Checked	9/4/2024 9:23:47 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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

## Statewide Contract Cover Page

**Awarded Vendor:**  
**000019969**  
**TEKsystems, Inc.**  
**P.O. Box 198568**  
**Atlanta GA 30384-8568**

**Contact: Sam Dickey, Eli Renner**  
**Email: sdickey@TEKsystems.com**  
**erenner@teksystems.com**  
**Telephone No.: (505) 872-6317 M: (505) 453-7195**  
**(888) 519-0076**

Contract Number: **30-00000-23-00080DE**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

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

Procurement Specialist: **Raelynn Lujan** *RL*

Telephone No.: **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

**Invoice:**  
**As Requested at Time of Order**

**For questions regarding this contract please contact:**  
**Shawn Elkins- (505) 629-2297**

**Title: Information Technology Professional Services**

**Term:** February 9, 2024 thru February 8, 2028

**Awarded Categories:**

**TEKsystems Inc.**

- 1 Application Support and Development Services**
- 2 IT Project Management, Planning, & Analysis Services**
- 3 Database Management Services and Business Intelligence**
- 5 End User Support Services**
- 6 Systems Administration Services**
- 7 Network Services**
- 8 IT Security Services**
- 13 IT Business and Process Consulting Services**

**This attached Contract is made subject to the “terms and conditions” as indicated.**

STATE OF NEW MEXICO

General Services Department, State Purchasing Division  
Information Technology Agreement

STATEWIDE PRICE AGREEMENT NO. 30-00000-23-00080DE

This Information Technology Professional Services Statewide Price Agreement (“SWPA”) is made by and between the State of New Mexico, **General Services Department, State Purchasing Division**, and **TEKsystems Global Service LLC**, hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties”.

**WHEREAS**, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; Contractor has held itself out as expert in providing the Information Technology Professional Services (“ITPS”) identified in the Scope of Work contained herein, and the General Services Department has selected the Contractor as an offeror advantageous to the State of New Mexico for providing such services; and

**WHEREAS**, all terms and conditions of the **30-00000-23-00080DE** IT Professional Services Request for Proposals and the Contractor’s response to such document(s) are incorporated herein by reference; and

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**ARTICLE 1 – DEFINITIONS**

- A.** “Acceptance” or “Accepted” mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Entity.
- B.** “Application Deployment Package” means the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C.** “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D.** “Change Request” means a request to modify an express provision of a Professional Services Agreement entered pursuant to this SWPA, including a request to amend any such Agreement.
- E.** “Chief Information Officer (CIO)” means the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico, or the CIO of a Procuring Entity, or the Designated Representative of a CIO.
- F.** “Confidential Information” means any information that is not subject to inspection under the Inspection of Public Records Act.
- G.** “Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

- H.** “Contractor” means any entity that has a contract with a Procuring Entity.
- I.** “Contractor Intellectual Property” means any and all proprietary information owned by, licensed to or created by a Contractor, other than Procuring Entity Intellectual Property.
- J.** “Contract Manager” means a Qualified person from the Procuring Entity responsible for all aspects of the financial administration of a Professional Services Agreement. The same person may serve as the Contract Manager and the Executive Level Representative.
- K.** “Default” or “Breach” means a failure to perform an obligation owed under this this SWPA, or under a Professional Services Agreement entered pursuant to this SWPA, or preventing another Party’s performance of its obligations under either agreement.
- L.** “Deliverable” means any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work in a Professional Services Agreement.
- M.** “Designated Representative” means a substitute(s) for a title or role, when the primary is not available.
- N.** “Desirable” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
- O.** “Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- P.** “DoIT” means the Department of Information Technology.
- Q.** “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to a device, code, software, application or program, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- R.** “Escrow” means holding any property or instructions by a third-party agent, pursuant to the terms and conditions of an escrow agreement that specifies contingencies that trigger actions by the escrow agent.
- S.** “Executive Level Representative or ELR” means the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity’s executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.
- T.** “GRT” means New Mexico gross receipts tax.
- U.** “Hosting” means providing data storage, transfer and retrieval processes, and also includes all services relating to ongoing operation and maintenance of a data storage, transfer and retrieval system. Hosting also refers to Software as a Service (SaaS) and similar solutions. “Hosting” does not mean professional services relating to the design or implementation of a “Hosting” solution.
- V.** “Independent Verification and Validation (IV&V)” means the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Entity.
- W.** “IT” means Information Technology.
- X.** “Know How” means all tangible and intangible property or information including, but not limited to, all equipment, devices, documents, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the

enablement of any Procuring Entity Intellectual Property or Deliverable under a Professional Services Agreement.

**Y.** “Payment Invoice” means a Contractor’s request for payment of Services issued in compliance with Article 3 of this Agreement.

**Z.** “Price Agreement (SWPA)” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a Professional Services Agreement, if the ordered services are within the scope of work and quantity limitations of the Price Agreement.

**AA.** “Procuring Entity” means any eligible user who enters into a Professional Services Agreement to procure services offered under this SWPA.

**BB.** “Procuring Entity Intellectual Property” means any-and-all proprietary information, confidential information, or Know How owned by, licensed to, or created for a Procuring Entity.

**CC.** “Professional Services Agreement (PSA)” means contracts used to procure specific professional services or deliverables off of a SWPA, as provided in Article 2(B).

**DD.** “Project” means a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

**EE.** “Project Manager” means a Qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to close.

**FF.** “Qualified” means demonstrated experience performing specified Professional Services.

**GG.** “Quality Assurance” means a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

**HH.** “Services” means the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

**II.** “Staff Augmentation” or “Staff Aug” means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific ITPS.

**JJ.** “State Purchasing Agent (SPA)” means the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

**KK.** “State Purchasing Division (SPD)” means the State Purchasing Division of the General Services Department for the State of New Mexico.

**LL.** “Software” means all operating system and application software used by the Contractor to provide the Services under this Agreement.

**MM.** “Operation and Maintenance” means the set of activities which ensure consistent implementation of the originally Accepted (baseline) product set, or that result in corrections, insertions, deletions, extensions, and Enhancements to the baseline system to ensure promised functionality.

**NN.** “Source Code” means the human-readable programming instructions organized into sets of files which represent the business logic for an application.

**OO.** “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring entity in the event that the work described in this Agreement transfers to another vendor or the Procuring Entity.

**PP.** “Unit Rate” means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

**Additional Definitions Specific to IT Professional Services:**

1. “Experience Level” means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:
  - a. Junior level is (between) 1 - 4 years;
  - b. Mid-level is (more than) 4 years and (less than) 7 years; or
  - c. Senior level is (more than) 7 years.
2. “Funding Commitment Achieved” means the Federal E-Rate funding achieved for the customer.
3. “IT Professional Services (ITPS)” mean the IT Professional Service Categories defined in Article 26, excluding:
  - a. Any form of tangible personal property,
  - b. Equipment,
  - c. Hardware,
  - d. Software, Licensed software,
  - e. Website software tools, hosting or internet access,
  - f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,
  - g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.
4. “IT Professional Services Categories” means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.
5. “Key Staff” means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
6. “Local Area Network (LAN)” means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
7. “Maximum Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
8. “Public School Capital Outlay Council (PSCOC)” means the body with responsibility to approve allocations for public school capital outlay assistance.
9. “Public School Facilities Authority (PSFA)” means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
10. “Qualified Personnel” means employees or subcontractors employed by the Contractor who,

by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

11. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
12. "Subscription Services" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

## **ARTICLE 2 – SCOPE OF WORK**

**A. SWPA Scope of Work.** The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

**B. PSA Scope of Work.** Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

1. [Professional Services Agreement \(PSA\) for Non-Staff Augmentation](#)
2. [Professional Services Agreement \(PSA\) for Staff Augmentation](#)

**C. Performance Measures.** The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

**D. Schedule.** The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

**E. Subscription Service.** If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

**F. Procuring Entity IP Rights.**

1. **Rights to Software.** The Procuring Entity will own all rights, title, and interest in

and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. Rights to Data. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

### **ARTICLE 3 – COMPENSATION**

A. Basis of Compensation. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. Maximum Compensation. Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. Invoicing. Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

**D. Taxes.** Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

**E. Retainage.** A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

**F. Rate Changes.**

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

**ARTICLE 4 – ACCEPTANCE**

**A. Acceptance.** In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

or release of retainage shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
2. Complies with the terms and conditions of the SWPA and PSA.
3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

**B. Rejection.** Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement.

The Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

## **ARTICLE 5 – TERM**

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for four (4) years, effective upon signature of the last of all required signatories. The contract term, including extensions and renewals, shall not exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

## **ARTICLE 6 – TERMINATION**

**A. Grounds.** A Procuring Entity may terminate a PSA for convenience or cause. The Contractor may only terminate a PSA based upon an uncured, material breach of the PSA by the Procuring Entity.

**B. Appropriations.** A Procuring Entity may terminate a PSA, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of a PSA. The Procuring Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Entity terminates this Agreement pursuant to this subsection, the Procuring Entity shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

**C. Entity Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (3), the Procuring Entity shall give Contractor written notice of termination of a PSA at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Entity written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall identify:

(i) all the Procuring Entity's material breaches of this SWPA or the PSA upon which the termination is based; and

(ii) state what the Procuring Entity must do to cure such material breaches. Contractor's notice of termination shall only be effective:

a. if the Procuring Entity does not cure all material breaches within the thirty (30) day notice period; or

b. in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Entity 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, a Procuring Entity may immediately terminate a PSA upon written notice to the Contractor if:

(i) the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Entity;

- (ii) during the term of the PSA , the Contractor is suspended or debarred by the State Purchasing Agent; or
- (iii) the PSA is terminated pursuant to Paragraph B of this Article.

**D.** Liability. Except as otherwise expressly allowed or provided under this SWPA or the PSA, the Procuring Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the termination date; provided, however, that a termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this SWPA or PSA. The Contractor shall submit an invoice for such work within thirty (30) days of the termination date of a PSA. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT OR A PSA.*

### **ARTICLE 7 – TERMINATION MANAGEMENT**

**A.** Contractor. In the event a PSA is terminated for any reason, or upon expiration of the PSA, and in addition to all other rights set forth in this Agreement and the PSA, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Entity property in which the Procuring Entity has a financial interest and any and all data, Know How, Intellectual Property, inventions, data or property of the Procuring Entity;
2. Incur no further financial obligations for materials, Services, or facilities under the PSA without prior written approval of the Procuring Entity;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Entity may direct, for orderly completion and transition;
4. Take such action as the Procuring Entity may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Entity is not liable for any costs arising out of termination and that the Procuring Entity is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Entity's programs;
7. In the event that this Agreement or a PSA is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Entity's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Entity the full amount of the reduction;
8. Should this SWPA or a PSA terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Entity for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this SWPA or a PSA is terminated for any reason, or upon the expiration of either, the Contractor shall develop and submit to the Procuring Entity for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures

that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Entity and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Entity or created by the Contractor under this Agreement, to the Procuring Entity, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Entity, the Contractor shall provide to the Procuring Entity a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Entity or created by the Contractor.

**B.** Procuring Entity. In the event this SWPA or a PSA is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this SWPA or a PSA, the Procuring Entity shall:

1. Retain ownership of all work products and documentation created by Contractor pursuant to a PSA; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

## **ARTICLE 8 – INDEMNIFICATION**

**A.** General. The Contractor shall defend, indemnify and hold harmless the Procuring Entity, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source that arises out of Contractor's performance of, or failure to perform, this Agreement or a PSA. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by electronic mail, with a receipt confirmation, the legal counsel of the Procuring Entity, the Risk Management Division of the New Mexico General Services Department, and DoIT.

**B.** The indemnification obligation under this Agreement or a PSA shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits asserted against or payable by an indemnified party. Money due or to become due to the Contractor under this Agreement or a PSA may be retained by the Procuring Entity, as necessary, to satisfy any indemnity obligation owed by Contractor pursuant to this Agreement.

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

**A. Ownership.** Unless otherwise specified in a PSA, Procuring Entity shall be considered the creator and owner of all Procuring Entity Intellectual Property arising from the performance of a PSA by Contractor. Procuring Entity shall own the entire right, title and interest to all such Intellectual Property worldwide, and, other than in the performance of this Agreement or a PSA, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Procuring Entity Intellectual Property to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall notify the Procuring Entity, within fifteen (15) Business Days, of the creation of any Procuring Entity Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Procuring Entity Intellectual Property vests in the Procuring Entity and shall take no affirmative actions that might have the effect of vesting all or part of the Procuring Entity Intellectual Property in any entity other than the Procuring Entity. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Entity, Contractor hereby acknowledges and agrees to grant to the Procuring Entity and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

## **ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

**A. Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless Procuring Entity, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under a PSA infringes any Intellectual Property right of a third party, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Entity based upon Contractor's Intellectual Property infringement relating to any product or Services provided under a PSA, the Contractor agrees to reimburse the Procuring Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Entity shall:

1. Give the Contractor written notice of any infringement claim as soon as practicable;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

**B. Procuring Entity Rights.** 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 sole expense:

1. Provide the Procuring Entity the right to continue using the product or service and fully indemnify the Procuring Entity against all claims that may arise out of the Procuring Entity'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 Procuring Entity to the extent such modification is the cause of the claim.

### **ARTICLE 11 – WARRANTIES**

The Contractor expressly warrants that the Deliverable(s) specified in a PSA will comply with the terms of the PSA, with Contractor's official published specifications for the Deliverables and with all generally accepted industry standards applicable to the Deliverables. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. This warranty extends two (2) years after final acceptance, unless a different (longer/shorter) duration is specified in a PSA.

### **ARTICLE 12 – CONTRACTOR PERSONNEL: (Key Staff and Qualified Personnel)**

**A. Contractor Personnel.** Contractor's Qualified Personnel are listed by level of experience on **Exhibit A**, attached hereto. Contractor's Key Staff are those individuals considered by the Procuring Entity to be mandatory to the work to be performed under a PSA and identified in such. Contractor's Qualified Personnel and Key Staff identified in a PSA shall not be diverted from performing services under that agreement without the prior written approval of the Procuring Entity.

**B. Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Entity.

**C. Qualifications.** For all personnel, the Procuring Entity reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Entity approval. The Procuring Entity, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Entity reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Entity, meeting the Procuring Entity's expectations.

**D. Non-Competition.** Unless otherwise specified in a PSA, Contractor's employment agreement or contract with a person or subcontractor who performs services for a Procuring Entity under a PSA may not include a covenant not to compete or other term that would prevent, penalize

or impede such person from pursuing or obtaining employment with, or directly contracting to provide services for, Procuring Entity, any other New Mexico public employer, or any other contractor of Procuring Entity. Contractor shall not enforce any such provision of a pre-existing employment agreement or contract. Procuring Entity shall not offer to directly employ any Personnel who have been identified in a PSA in effect fewer than six (6) months.

### **ARTICLE 13 – STATUS OF CONTRACTOR**

**A. Independent Contractor.** The Contractor and its agents are independent contractors performing professional Services for the Procuring Entity and are not employees of the State of New Mexico. The Contractor and its agents shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement or a PSA. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

**B. Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement or a PSA; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement or a PSA, the Contractor shall immediately disclose such fact to the Procuring Entity.

### **ARTICLE 14 – CHANGE MANAGEMENT**

**A. Changes.** No provision of a PSA, including the Scope of Work, shall be changed without written approval of the Executive Level Representative. A change that affects any of the following shall only be made through an Amendment:

1. Deliverable requirements;
2. Any Deliverable that extends the termination date specified in a PSA;
3. Compensation of any Deliverable that exceeds the maximum amount specified for that Deliverable;
4. Maximum compensation;
5. Mutually agreed termination; or
6. Addition or deletion of Professional Service categories or levels.

Any other change may be made, at the discretion of the Executive Level Representative, through a written change order.

**B.** Change Request Process. In the event Contractor requests a change, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
  - a. the name of the person requesting the change;
  - b. a summary of the requested change;
  - c. the start date for any change;
  - d. the reason and necessity for the change;
  - e. the elements to be altered; and
  - f. the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. The Executive Level Representative shall prepare and process an amendment for any change subject to Paragraph A(1)-(6) of this Article. All decisions made by the Executive Level Representative are final. A change, or amendment, as applicable, becomes a part of the PSA and is binding.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

If IV&V Professional Services are used or required to be used for the Project associated with a PSA, the Contractor shall cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings;
3. Supplying the IV&V vendor with any other material as directed by the Project Manager; and
4. Any other cooperation specified in a PSA or reasonably necessary to facilitate IV&V oversight objectives.

#### **ARTICLE 16 – CONTRACT DEFAULT/BREACH/REMEDIES**

In case of Default and/or Breach by the Contractor, the Procuring Entity and the State of New Mexico may procure Deliverables owed, but not provided, by Contractor from another source and hold the Contractor responsible for any resulting excess costs. Contractor shall also be liable for other direct damages.

Contractor shall not be liable for indirect, consequential or special damages resulting from a default or breach unless (1) the Procuring Entity's right to recover, and the nature of, any such damages are expressly identified in a PSA, or (2) Contractor is entitled to be indemnified against a claim for any such damages under an insurance agreement.

## **ARTICLE 17 – INSURANCE REQUIREMENTS**

**A. Commercial Liability Insurance.** Contractor and its subcontractors shall maintain occurrence-based general liability coverage with minimum limits of \$1 million per occurrence and \$2 million aggregate per year. If a PSA requires Contractor to deliver, deploy or design Intellectual Property, Contractor’s general liability insurance shall include personal and advertising injury coverage applicable to the associated risks. Procuring Entity and the State of New Mexico shall be identified as additional named insureds under all coverage obtained to comply with this Paragraph 17(A).

**B. Professional Liability Insurance.** Contractor and its subcontractors shall maintain professional liability (errors & omissions) coverage applicable to the Professional Services provided under a PSA. This coverage shall have minimum limits of \$2,000,000 per claim/aggregate. If this insurance is written on a “claims made” basis, then the policy shall provide “tail coverage” for claims asserted within three (3) years after termination of the PSA.

**C. General Insurance Requirements.** Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. Certificates showing required coverages shall be delivered to the Procuring Entity prior to beginning any activity provided for under a PSA. All certificates of insurance shall require the insurer, its broker or agent to provide DoIT with thirty (30) days advance notice of any termination or non-renewal of coverage identified in a certificate. DoIT and the SPD may request complete copies of Contractor’s insurance agreements, including endorsements, at any time.

## **ARTICLE 18 – EXTRA-CONTRACTUAL (TORT) LIABILITY**

Contractor shall be liable for damages resulting from injury to persons and/or property if and to the extent the injury was caused by or due to the breach of any extra-contractual (tort) duty owed by Contractor or any of its agents, and relating in any way to a PSA, or to the Deliverables under any such agreement. Contractor’s extra-contractual liability extends to Procuring Entity, third parties and/or employees of the Procuring Entity and to the State of New Mexico, and encompasses any remedy that may exist under law or equity.

## **ARTICLE 19 – ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or of a PSA, including a claim for money due or to become due, without the prior written approval of this approval authorities for the relevant agreement.

## **ARTICLE 20 – SUBCONTRACTING**

**A. General Provision.** The Contractor shall not subcontract any portion of this Agreement without the prior written approval of this Agreement's approval authorities, and shall not subcontract any portion of a PSA without the written approval of the Procuring Entity.

Subcontracting shall not relieve the Contractor from any of its obligations and liabilities under this Agreement, or under any PSA. Nor shall any subcontracting obligate Procuring Entity to make any payment to a subcontractor.

**B. Responsibility for Confidentiality.** The Contractor must not disclose Confidential Information to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement or a PSA.

**C. Documentation.** Upon the request of a Procuring Entity, Contractor shall provide copies of all approved subcontracts. Contractor shall also provide Procuring Entity with any document or information requested to evaluate a proposed subcontract or the performance of any subcontractor.

**D. Performance.** This Agreement may be terminated at the discretion of DoIT or SPD if Contractor engages in excessive subcontracting, experiences defaults relating to subcontracted work, or engages in other abusive subcontracting practices under a PSA.

## **ARTICLE 21 – RELEASE**

The Contractor's Acceptance of final payment of the amount due under this Agreement or a PSA releases the Procuring Entity, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under a PSA.

## **ARTICLE 22 – CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the Procuring Entity or, developed by the Contractor based on information provided by the Procuring Entity in the performance of a PSA shall be kept confidential and shall not be made available to any individual or organization outside the Contractor by the Contractor without the prior written approval of the Procuring Entity. Contractor shall protect Confidential Information as required by law or as specified in a PSA. In no event shall a Contractor protect Procuring Entity Confidential Information with less rigor than Contractor protects its own confidential data. Contractor shall not make available or provide Confidential Information to any third party absent Procuring Entity's prior written approval.

Upon termination of a PSA, Contractor will deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, Contractor acknowledges

that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

### **ARTICLE 23 – CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under this Agreement or under a PSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

### **ARTICLE 24 – CLOSEOUT, RECORDS AND AUDIT**

**A.** All records and activities of Contractor shall be subject to financial and performance audits in the discretion of SPD, DoIT, the Procuring Entity, the Department of Finance and Administration (DFA) and the State Auditor's Office as required by applicable oversight rules, authorities or a PSA. Contractor shall fully cooperate with all lawful audit requests and processes, and shall produce any records, including Contractor's internal records, as required to facilitate auditing. Confidentiality shall not be a basis for withholding any record, but Contractor may request confidential treatment of its internal records as authorized by law.

**B.** Contractor shall maintain its internal records relating to this Agreement, or to a PSA, for three years after the relevant agreement terminates.

**C.** Contractor shall cooperate with the Procuring Entity in providing public records held by Contractor that are responsive to a lawful public records request.

**D.** Within ninety (90) days of termination of this Agreement, or a PSA, as applicable, Contractor shall transfer to the State contracting party, all data and records received from or created for that party by Contractor, and shall confirm that Contractor has destroyed, pursuant to mutually agreed criteria specified in a PSA or applicable law, any duplicate copies of all such data and records under Contractor's control. These requirements do not supersede any more specific requirements established by law, this Agreement or of a PSA.

**E.** Contractor shall comply with any additional project closeout requirements specified by DoIT or a Procuring Entity and incorporated into a PSA.

### **ARTICLE 25 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

**A.** If Contractor has, or grows to, six (6) or more employees who work, or who are expected

to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement or any PSA, Contractor agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

**B.** Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

**C.** Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

**D.** For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **ARTICLE 26 – IT PROFESSIONAL SERVICES CATEGORIES**

### **1. Application Development Services**

The purpose of this category is to provide complete development and support of the varied and numerous applications that are created, maintained, and owned by the State.

**Brief Description of Services:** Services may include computer programming, on premise; documenting; testing; writing and maintaining the source code, regardless of infrastructure; all processes between the conception and final manifestation of the software in a planned and structured manner; and/or bug fixing involved in creating and maintaining applications and frameworks using a standard software development life cycle. Development may include research, new development, prototyping, modification, re-use, re-engineering, maintenance, or any other activities that result in software products. Services may include the necessary knowledge of commercial off-the shelf software (COTS) platforms, web/mobile application design, content development, client-side/server-side scripting, or web server, development. Design, develop, and implement information systems that include designing or building a customized architecture and/or application, integrating it with new or existing hardware, custom software, and/or communications infrastructure.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) A mainframe environment - COBOL, PL/I, JCL, CICS, DB2, C/C++, IBM OS 390, and IBM AS400;
- 2) N-tier platform programming services - .NET, C# or Java and related technologies including VB.NET, XML, VBScript, JavaScript, HTML, Eclipse, ASP, .NET framework, web services/WCF, and mobile application development;
- 3) Client/Server (including three tiered architectural environments). – Java, J2EE C/C++, Cold Fusion/Adobe Suite of products, PowerBuilder, Micro Focus Cobol, Visual Basic, Perl, C# and .NET, CSS, and Oracle DBMS;
- 4) Structured Query Languages/Stored Procedures, indexes, triggers, and functions
- 5) The various stages of SDLC such as design, development testing, and deployment of applications;
- 6) Software testing to include planning, constructing, and executing automated tests, product tests, system tests, unit tests, load tests, volume tests, network tests as well as integration with release control process;
- 7) COTS implementations;
- 8) Design and creation of web and mobile applications, including user experience improvements;
- 9) System domains, object/data models, wire frames, prototypes, flowcharts and use cases;
- 10) Experience with common environments and frameworks such as (but not limited to): ASP.NET and ASP.NET MVC Frameworks, ColdFusion, CGI Java, PHP, Apache, FileMaker, IBM DB2, Microsoft SQL Server, MySQL, Oracle, PostgreSQL, or Sybase, Web2.0, WebSphere, Java / J2EE/JEE, PERL / CGI, PHP, XML / HTML / DHTML, SOAP, Jasper, content management systems;
- 11) Enterprise application systems integration and implementation including both COTS and custom applications;
- 12) Designing, programming, converting, installing, system training, managing and maintaining applications and application interfaces/systems, testing (all levels), implementation and cutover planning, and data conversion/migration for the implementation of the systems;
- 13) Implementation of infrastructure solutions capable of cost-effectively supporting business goals; or
- 14) Designing and building enterprise-level data integration and data transformations solutions.
- 15) Any cloud technologies that are specific to a cloud vendor or any technologies that are listed above that can be leveraged in the cloud platform.
- 16) Any rapid application development tools.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Mandatory Qualifications</b>	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Mandatory Qualifications</b>	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>

<b>Senior-Level Mandatory Qualifications</b>	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Management Information Systems, Software Engineering, Software Development; <b>or</b>
Professional Certifications	Any relevant certification that applies to the above listed expected skillset.

## 2. IT Project Management, Planning, and Analysis Services

The purpose of this service is to provide the support and management professional services needed to execute, using best practices, IT projects from inception to closeout.

**Brief Description of Services:** Project management services should be provided in accordance with IT industry best practices such as described in the Project Management Institute's *A Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and in standards and requirements as provided by the State of New Mexico's Chief Information Officer (CIO).

Project management, planning and analysis includes developing and maintaining project charters, project plans, schedules, risk and issue logs, mitigation strategies, communication plans, resource/capability plan, and executive briefings, evaluation and design, planning for or directing large-scale integration efforts, and implementing IT standards and guidelines, managing scope, requirements, schedule and budget, training plans, and transition to operations.

It is desired that personnel hired as project managers have Project Management Professional (PMP) certification.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) Assisting with management and planning of IT initiatives in areas such as: cost benefit analysis, return on investment (ROI), gap analysis, requirements definition, systems analysis, contingency/mitigation/risk planning, disaster recovery/business continuity planning; business process analysis, documentation and process improvements;
- 2) Analyzing data to determine/recommend solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services;
- 3) Conducting research and industry surveys, and performing studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems, including emerging technologies and trends, standards, and products as required;
- 4) Designing / development of IT specifications, models, architecture and guidelines;
- 5) Full system development life cycle and various industry software project management approaches;

- 6) Development and management of standard project artifacts such as project charter, project plan, scope, objectives, schedules, process maps, data flow diagrams, architectural diagrams, implementation strategies, and project management plans;
- 7) Interfacing directly with varied stakeholders: executive steering committees, project teams, contract teams, technical, business, and management teams;
- 8) Follow all specifications and guidelines including, but not limited to, Project Certification Committee (PCC), Technical Architectural Review (TARC) processes and documentation where applicable;
- 9) Business process analysis/modeling and organizational change management as applicable to project planning;
- 10) Developing, enhancing, and maintaining user documentation for multiple applications including documentation required for the operations provider; or
- 11) Composition of use case and scenario designs.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associate Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology or Project Management; and
Relevant Experience	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management.
Professional Certifications, any one	Project Management Professional (PMP) certification, Project Management Institute Agile Certified Professional (PMI-ACP), or Certified Scaled Agile Framework® (SAFe) enterprise.

### 3. Database Management and Business Intelligence Services

**Brief Description of Services:** Services may include for on-premise or cloud platform: creating logical and physical data models, planning, designing, programming, converting, installing, training, implementing security, and maintaining database systems in stand-alone, integrated, or networked configurations, database administration, modification and upgrade including system performance analysis, database upgrading and performance tuning, data extract/transform/load (ETL), stored procedure development, query optimization and data migration, managing and monitoring production databases in an N-tier environment, automated routine backups and refreshes, and data recovery. Provide ongoing database support to help ensure operations of day-to-day functionality. Develop design documentation, test plans, user manuals, and operations plans and instructions.

Developing and executing functional test plans for systems and applications, including developing test data sets and scenarios.

Business intelligence (BI) services include the transformation of raw data into meaningful and useful information for business analysis purposes. These services are capable of handling large amounts of unstructured data to help identify, develop, and otherwise create and allow for the easy interpretation of these large volumes of data including dashboards. Identifying new opportunities and implementing an effective strategy based on insights can assist the State of New Mexico with policy, planning, and informed decision making.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) Any RDBMS or cloud specific database engines including, but not limited to: MS SQL Server, Oracle DBMS including engineered solutions and appliances, MySQL, DB2 and/or IBM DB2; including data modeling, stored procedures, indexes, triggers, data processing flowcharting techniques;
- 2) Database structures, theories, principles, and practices;
- 3) Managing, monitoring, designing, building, installing, configuring, and supporting database infrastructure servers;
- 4) Database performance monitoring, management, tuning and troubleshooting;
- 5) Applicable data privacy practices and laws and appropriate data masking techniques;
- 6) Ability to conduct research into database issues, standards, and products as needed;
- 7) Data entry operations including the ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen;
- 8) Data entry operations including duties utilizing automated equipment, including electronic keyboard, display screen, and sorted memory;
- 9) Data entry operations including ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques;
- 10) Supporting a wide range of business decisions ranging from operating to strategic business decisions. Strategic business decisions include priorities, goals, and directions at the broadest level;
- 11) Data derivation/Data import from external data and from internal sources;
- 12) Transforming raw data into meaningful and useful information, and developing and documenting algorithms. May include establishing a methodology and including any assumptions.
- 13) Business Intelligence: Multidimensional aggregation and allocation; de-normalization, tagging and standardization;
- 14) Business Intelligence: Establishment and design of object level design tools;
- 15) Business Intelligence: Real-time reporting with analytical alert; interface with unstructured data source; group consolidation, budgeting and rolling forecast;
- 16) Business Intelligence: Statistical inference and probabilistic simulation;
- 17) Business Intelligence: Key performance indicators optimization; version control and process management; open item management;
- 18) Business Intelligence: Providing historical, current, and predictive views of business operations; or

- 19) Business Intelligence: Reporting, online analytical processing, analytics, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, machine learning/predictive analytics, and prescriptive analytics.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Mandatory Qualifications</b>	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Mandatory Qualifications</b>	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Mandatory Qualifications</b>	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field

## 5. End User Support Services

**Brief Description of Services:** Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) PC and desktop hardware;
- 2) PC internal components;
- 3) Hands-on hardware troubleshooting;
- 4) Equipment support;
- 5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
- 6) Ability to conduct research into PC issues and products as required;
- 7) Issue/ticket tracking systems; or

- 8) Demonstrated customer service and strong communication skills.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as Computer Engineering, Information Systems.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, MCSA: Windows 10, MCSE: Desktop Infrastructure.

## 6. Systems Administration Services

**Brief Description of Services:** Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) Standard system administrator tools and processes;
- 2) Networking/distributed computing environment concepts;
- 3) Providing general system administration and maintenance activities including backup;
- 4) Ability to write scripts in a particular administrative language;
- 5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
- 6) Developing plans for disaster recovery, backup, archiving, and retrieval;
- 7) Understand the business application of technical support and design in an application development environment; or
- 8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Relevant Experience	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	Microsoft Certified Solutions Expert (MCSE), Red Hat: RHCSA and RHCE Linux Professional Institute (LPI): LPIC System Administrator, CompTIA Server+, VMware Certified Professional – Data Center Virtualization (VCP-DCV), ServiceNow Certified System Administrator

## 7. Network Services

**Brief Description of Services:** Services may include, but not be limited to, selection and installation of network systems, technology and connectivity services involving data networks, communications services (e.g., VOIP technologies, wireless), LAN/WAN Integration, LAN/WAN Development and Upgrade, and LAN/WAN Support. Services may also include communications systems, LAN business and technical requirements, VPN support, connectivity and interoperability, feasibility and constraints, security requirements, etc., development of design documents pertinent to the integration of two or more LANs; pertinent to the integration of two or more LANs via a WAN; conceptual and/or detailed design reports, network diagrams, etc. Communications / LAN / WAN Support typically includes cloud IAAS, on-site and off-site operation, technical communication, problem determination, and diagnosis.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) Installing, configuring, and maintaining organization's network;
- 2) Voice/Data Engineering to include directing and participating in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements including all technology and connectivity involving telecommunications and data networks;
- 3) Audio/visual, teleconferencing, and voice mail equipment;
- 4) Design, implementation, and overall performance, security, and availability of the entire LAN/WAN/MAN for enterprises, designing network topology between sites such as data centers, field offices, and DR sites;
- 5) Build, maintain, and administer external and internal networks;
- 6) Reviewing, planning, and evaluating network systems;
- 7) Monitoring network infrastructure devices for availability and uptime;

- 8) Network security controls;
- 9) Developing enterprise networks and security design architecture in a multiple site environment;
- 10) Provide consultation to business area management and staff at the highest technical level for all aspects of LAN/WAN design and configuration in multi-server environment;
- 11) Design, build, implement, monitor systems, networks, and applications, Microsoft networking concepts, back office products;
- 12) Performing system backups on its internal and external web network servers;
- 13) Troubleshoot network systems and recommend improvements to network; or
- 14) Providing tactical and strategic input on overall network planning and related projects.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, Cisco CCNA Certification, Cisco CCNP Certification, Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE).

## **8. IT Security Services**

The purpose of this category is to provide the state with both tactical and strategic cyber-security support services for the purposes of securing critical state IT resources, systems, and data.

**Brief Description of Services:** Services may include: advisory services relating to the secure design and deployment of computer systems, LAN/WAN, Firewalls, Virtual Private Networks (VPN), wireless networks and access, access/identity management, Intrusion Detection Systems (IDS), Intrusion Prevention Systems (IPS), logging/monitoring, Security Operation Center (SOC)/Network Operation Center (NOC) deployment, Application/Software Security, Cloud Computing, Online Payment Systems, Mobile/Web Platforms, and all related policy and procedure development. Advise, comply, and provide

audit services relating to and including technical control assessment, policy assessment, regulatory compliance assessment, baseline assessment, and fit-gap and security roadmap development. Technical evaluation of deployed systems via penetration testing, scanning, or other means to include routers, switches, mainframe infrastructure, physical servers, virtual servers, enterprise systems, firewalls, identity management solutions, online payment systems, VPN, IDS, IPS, applications, mobile deployments, and any/all associated network appliances. Forensic and emergency incident response capabilities include triage, remediation, response, after-action, and mitigation services relating to cyber-security incidents. Training, education, and other awareness services at all levels of technical competency.

**Expected typical skills** in, knowledge about, and experience with may include:

- 1) Information technology security including standards implementation from NIST, inclusive of SSA and IRS control frameworks and testing;
- 2) Planning, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information;
- 3) Performing security audits on hardware and software;
- 4) Applying basic understanding of networking/distributed computing environment concepts;
- 5) Encrypting data transmissions and erect firewalls to conceal confidential information;
- 6) Document computer security and emergency measures, policies, and procedures;
- 7) Reviewing violations of computer security procedures and communicating findings with management;
- 8) Applying security principles, techniques, and procedures to planned network designs;
- 9) Laws, legal codes, government regulations, executive orders, and agency rules related to security;
- 10) Developing and implementing an ongoing risk assessment program targeting information security and privacy matters;
- 11) Penetration testing and security audits of systems;
- 12) Forensic and emergency incident response capabilities, to include tools, techniques, and procedures;
- 13) Networking/distributed computing environment concepts;
- 14) Secure wireless routing;
- 15) Complex problem resolution, and root cause analysis at every level;
- 16) Managing all aspects of access to specified systems to include customer needs resolution;
- 17) Business application of security support and design in an application development environment;
- 18) Coordinating on all jobs with infrastructure and operations teams to identify the security perspective in strategic systems management planning;
- 19) Working with and organizing key IT and business offices and governance groups to develop security policies, standards and guidelines;
- 20) Planning and implementing network security audits and audits; develop and implement corrective measures; or
- 21) Developing plans for disaster recovery/ backup and archiving.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above</b>	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CEH – Certified Ethical Hacker CISM - Certified Information Security Manager CompTIA Security+ CISSP: Certified Information Systems Security Professional GSEC: GIAC Security Essentials ECSA: EC-Council Certified Security Analyst GPEN: GIAC Penetration Tester.
Professional Certifications, any one	Any training and IT related certifications.

### 13. IT Business and Process Consulting Services

**Brief Description of Services:** Services include providing business consulting in the areas of business development, business process management, change management, leadership, customer relationship, organizational design, development, and efficiency consulting for the public/government. Provision of these services may include a wide variety of specializations such as computer science, information systems/technology, and human resource business and process consulting.

Services may include helping state government improve performance, primarily through the thorough analysis of existing business problems and development of plans for improvement. Services may include management consultants to gain external, and more objective advice and recommendations, to gain access to the consultants' specialized expertise.

Consultancies may also provide organizational change management assistance, development of coaching skills, technology implementation, strategy development, or operational improvement services. Business consultants may propose for customer approval their own methodologies or frameworks to guide the identification of problems, and to serve as the basis for recommendations for more effective or efficient ways of performing business tasks.

**Expected typical skills may include:**

- 1) Excellent written and oral communication skills;
- 2) The ability to leverage knowledge of theory, principle, practices or technology in the relevant discipline(s) or field of specialization;
- 3) The ability to present ideas across multiple audiences and environments using business-friendly and user-friendly language;
- 4) Be highly self-motivated and directed, with keen attention to detail;
- 5) The ability to effectively prioritize and execute tasks in a high-pressure environment;
- 6) The ability to work well with teams and communicate with variety of stakeholders;
- 7) Exemplary ability to perform problem analysis, problem solving, and communicate potential solutions to customer's unique problems; and
- 8) Collaborate with the customer to keep them informed of progress and make relevant decisions.

**Table 1:**

<b>Qualified Personnel/Staff Minimum Mandatory Qualifications</b>	
<b>Junior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; <b>and</b>
Junior-level	(Between) 1 – 4 years of experience as described above: <b>or</b>
<b>Mid-Level Minimum Mandatory Qualifications</b>	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; <b>and</b>
Mid-level	(More than) 4 years and (less than) 7 years of experience as described above; <b>or</b>
<b>Senior-Level Minimum Mandatory Qualifications</b>	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; <b>and</b>
Senior-level	(More than) 7 years of experience as described above.
<b>Optional/Desirable Requirements (Does NOT replace the Mandatory Qualifications above)</b>	
Degree Level	Any other Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area
Professional Certifications, any one	Six Sigma, Lean Six Sigma, or any related IT related certifications, if any.

**ARTICLE 27 – MERGER, SCOPE AND ORDER OF PRECEDENCE**

**A.** Severable. The provisions of this Agreement supersede any conflicting term or condition in a PSA. The terms of a Purchase Order supersede any conflicting term or condition in a PSA. Neither Contractor nor a Procuring Entity shall purport to delete or modify any term of this Agreement in the terms and conditions of a PSA or Purchase Order. An invalid provision in this Agreement or a PSA is severable. If a clause, sentence, or paragraph of this Agreement or a PSA is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement or a PSA, which can be given effect without the invalid provision.

**B.** Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

## **ARTICLE 28 – NOTICES**

All deliveries, 4, requests, demands, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

### **For State Purchasing Agent**

State Purchasing Agent P.O. Drawer 6850  
Santa Fe, NM 87502-0110

### **For DoIT**

Eve Banner, Acting ASD Director and CFO  
Department of Information Technology  
Phone: 505-827-0023  
Email: [eve.banner@doit.nm.gov](mailto:eve.banner@doit.nm.gov)  
P.O. Box 22550  
Santa Fe, NM 87502-2550

### **For CONTRACTOR**

Eli Renner  
TEKsystems Global Service LLC  
2155 Louisiana Boulevard NE, Suite 4100  
Albuquerque, New Mexico 87100  
Phone: 505-453-7195  
Email: [erenner@TEKsystems.com](mailto:erenner@TEKsystems.com)

Corporate Address:  
4737 Race Road  
Hanover, MD 21076

Any change to the Notice individual or the address shall be effective only in writing.

## **ARTICLE 29 – GENERAL PROVISIONS**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

4. 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 Agreement may be terminated by the Procuring Entity.

5. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a PSA from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. Waiver. A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights

shall be effective to waive any other rights.

7. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

8. Background Check. Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. Work Location. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

### **ARTICLE 30 – SURVIVAL**

Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

### **ARTICLE 31 – CALCULATION OF TIME**

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

### **ARTICLE 32 – FORCE MAJEURE**

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**ARTICLE 33 – ADDITIONAL PROVISIONS**

1. Administrative Reporting.

The Contractor agrees to provide a Utilization Report to SPD in accordance with the following schedule:

**Period End**

September 30  
December 31  
March 31  
June 30

**Report Due**

October 31  
January 31  
April 30  
July 31

The periodic report shall include the gross total sales for the period subtotaled by Procuring Entity name. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

**Period End**

September 30  
December 31  
March 31  
June 30

**Report Due**

October 31  
January 31  
April 30  
July 31

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

Email completed reports to: [GSD.QuarterlyUsageR@gsd.nm.gov](mailto:GSD.QuarterlyUsageR@gsd.nm.gov)

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Eli Renner Date: 2/6/2024  
Eli Renner  
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: Kyle Duffy Date: 2/6/2024  
Kyle Duffy, Deputy General Counsel  
Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

By: Eve Banner Date: 2/6/2024  
Eve Banner, Chief Financial Officer  
New Mexico Department of Information Technology


The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: 02-395509-000

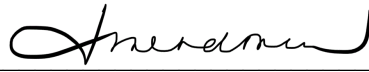
By: Ann Marie Lucero Date: 2/6/2024  
Taxation and Revenue Department

*Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.*

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By:  \_\_\_\_\_ Date: 2/6/2024  
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer  
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By:  \_\_\_\_\_ Date: 2/6/2024  
State Purchasing Agent  
State Purchasing Division  
Effective 2/9/24

This contract was signed on behalf of the State Purchasing Agent

**EXHIBIT A – UNIT RATE PRICE SHEET**

IT Professional Service Category No.	IT Professional Service Category	Unit Rate Type (e.g. \$ per-hour, \$ per-device, \$ per-user, \$ per-license, \$ per-event)*	Maximum Unit Rate (\$) for the IT Professional Service Category Experience Level					
			ONSITE			OFFSITE		
			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level
1	Application Support and Development Services	Per-Hour	87	110	135	87	140	185
2	IT Project Management, Planning, & Analysis Services	Per-Hour	90	110	135	90	110	140
3	Database Management Services and Business Intelligence	Per-Hour	97	117	150	97	130	150
4	Geospatial Technological Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
5	End User Support Services	Per-Hour	40	45	50	40	60	70
6	Systems Administration Services	Per-Hour	75	100	115	75	100	150
7	Network Services	Per-Hour	75	100	115	75	100	150
8	IT Security Services	Per-Hour	90	100	115	90	100	150
9	Independent Verification and Validation Service	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
10	Computer Aided Design	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services as a Subscription Service		<a href="#">Complete APPENDIX E-1</a>					
12	**IT Training Services		<a href="#">Complete APPENDIX E-2</a>					
13	IT Business and Process Consulting Services	Per-Hour	140	160	190	140	160	175
14	Marketing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
15	E-Rate Consulting Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
16	IT Professional Proposal and/or Grant Writing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
17	Electronic Content Management (ECM) Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
18	Data Conversion Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a

**Certificate Of Completion**

Envelope Id: 9D81BE80149541E7A6237C85120E9179	Status: Completed
Subject: DE 30-00000-23-00080 - TEKsystems Global Services LLC	
Source Envelope:	
Document Pages: 38	Signatures: 6
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Raelynn Lujan
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Raelynn.Lujan@gsd.nm.gov
	IP Address: 164.64.62.10

**Record Tracking**

Status: Original	Holder: Raelynn Lujan	Location: DocuSign
2/5/2024 3:43:20 PM	Raelynn.Lujan@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Michael Saavedra	<i>MS</i>	Sent: 2/5/2024 3:44:43 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 2/5/2024 3:50:22 PM
New Mexico General Services		Signed: 2/5/2024 3:50:39 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 174.231.22.174 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/4/2020 11:04:51 AM  
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Eli Renner	<i>Eli Renner</i>	Sent: 2/5/2024 3:50:43 PM
erenner@TEKsystems.com		Viewed: 2/6/2024 9:02:14 AM
Regional Controller- Contracts		Signed: 2/6/2024 9:05:44 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 216.152.105.26

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/6/2024 9:02:13 AM  
 ID: 1993abad-afd9-4738-ae6d-fa3244bf11af

Ann Marie Lucero	<i>Ann Marie Lucero</i>	Sent: 2/6/2024 9:05:47 AM
AnnMarie.Lucero@tax.nm.gov		Viewed: 2/6/2024 9:41:12 AM
District Mgr.		Signed: 2/6/2024 9:41:41 AM
State of New Mexico Taxation and Revenue		Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/2/2020 2:28:54 PM  
 ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Kyle Duffy	<i>Kyle Duffy</i>	Sent: 2/6/2024 9:41:44 AM
Kyle.Duffy@exec.nm.gov		Viewed: 2/6/2024 9:49:03 AM
Security Level: Email, Account Authentication (None), Login with SSO		Signed: 2/6/2024 9:49:07 AM
		Signature Adoption: Pre-selected Style Using IP Address: 164.64.112.186

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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Accepted: 9/26/2023 11:10:43 AM  
ID: 89fad968-5a4e-498e-bc91-4e3924a7ad14

Eve Banner  
Eve.Banner@doit.nm.gov  
Eve T. Banner, CFO  
DoIT



Sent: 2/6/2024 9:49:11 AM  
Viewed: 2/6/2024 10:26:48 AM  
Signed: 2/6/2024 10:27:28 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 164.64.125.232

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 11/21/2023 8:09:47 AM  
ID: f406a1f3-7daa-4051-b7b8-a053785aa116

Raja Sambandam  
Raja.Sambandam@doit.nm.gov  
Acting Cabinet Secretary and State CIO  
State of New Mexico  
Security Level: Email, Account Authentication (None)



Sent: 2/6/2024 10:27:31 AM  
Viewed: 2/6/2024 11:19:09 AM  
Signed: 2/6/2024 11:19:24 AM

Signature Adoption: Drawn on Device  
Using IP Address: 164.64.125.64

**Electronic Record and Signature Disclosure:**  
Accepted: 9/15/2021 11:35:38 AM  
ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79

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: 2/6/2024 11:19:27 AM  
Viewed: 2/6/2024 12:54:35 PM  
Signed: 2/6/2024 12:54:39 PM

Signature Adoption: Uploaded Signature Image  
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

Raelynn Lujan  
raelynn.lujan@gsd.nm.gov  
New Mexico General Services  
Security Level: Email, Account Authentication (None)



Sent: 2/6/2024 12:54:42 PM  
Viewed: 2/9/2024 8:13:03 AM  
Signed: 2/9/2024 8:13:28 AM

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

**Electronic Record and Signature Disclosure:**  
Accepted: 6/26/2020 4:27:38 PM  
ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	2/5/2024 3:44:43 PM
Envelope Updated	Security Checked	2/6/2024 2:07:25 PM
Certified Delivered	Security Checked	2/9/2024 8:13:03 AM
Signing Complete	Security Checked	2/9/2024 8:13:28 AM
Completed	Security Checked	2/9/2024 8:13:28 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **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](mailto: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](mailto: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](mailto: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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.



2155 Louisiana NE  
Suite 4100  
Albuquerque, NM 87110  
(505) 872-6317

**634584.6063**

**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

**IT Project Management, Planning & Analysis Services**

**March 5, 2025**

**Price Agreement # 30-00000-23-00080DE**

**NM Tax ID # 02-395509000**

**Federal Tax ID # 52-2010575**

**D.F.A. Vendor Number 0000019969**

**DUNS # 96-5762909**

**Total Quote for funds: \$634,584.60**

**IT Project Management, Planning & Analysis Services  
3 Business Analyst needs at 2080 hours each**

**Hourly Rate x Hours + GRT = Total Price**

**\$94.00/hour x 6240 Hours = \$586,560.00 x 8.1875% = \$634,584.60**

**\*Please provide a copy of the Scope of Work for review by TEKsystems before the contract is submitted.**



2155 Louisiana NE  
Suite 4100  
Albuquerque, NM 87110  
(505) 872-6317

**Quotation for the City of Santa Fe**

**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

**IT Project Management, Planning & Analysis Services**

**March 5, 2025**

**Price Agreement # 30-00000-23-00080DE**

**NM Tax ID # 02-395509000**

**Federal Tax ID # 52-2010575**

**D.F.A. Vendor Number 0000019969**

**DUNS # 96-5762909**

**Total Quote for funds: \$843,862.50**

**IT Project Management, Planning & Analysis Services  
3 Project Manager needs at 2080 hours each**

**Hourly Rate x Hours + GRT = Total Price**

**\$125.00/hour x 6240 Hours = \$780,000.00 x 8.1875% = \$843,862.50**

**\*Please provide a copy of the Scope of Work to review by TEKsystems before the contract is submitted.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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

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

<b>PRODUCER</b> Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087  License#: 57081 CERTTEK-01	<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C No. Ext):</b> 610-526-9130 <b>E-MAIL ADDRESS:</b> altus@altuspartners.com	<b>FAX (A/C, No):</b> 610-526-2021	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> TEKsystems, Inc 7437 Race Road Hanover MD 21076	<b>INSURER A :</b> ACE Property and Cas Ins Co		20699
	<b>INSURER B :</b> ACE American Insurance Company		22667
	<b>INSURER C :</b> Indemnity Ins Co of N Am		43575
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1100793172

REVISION NUMBER: Standard

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$100000			G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	<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)

This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

**CERTIFICATE HOLDER****CANCELLATION**

For Information Purposes Only

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

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# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>ALLEGIS GROUP HOLDINGS, INC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>TEKSYSTEMS, INC</b></p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input checked="" type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>7437 RACE ROAD</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>HANOVER, MD 21076</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	<b>Social security number</b> <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>																		
	<b>or</b> <b>Employer identification number</b> <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>																		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>3 April 2024</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**For Customers of TEKsystems, Inc**

*Why is a W-9 being provided for an entity other than TEKsystems, Inc?*

In accordance with the W-9 instructions (which can be found at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)):

Page 3, Specific Instructions, Line 1, e “disregarded entity”:

The owner of a disregarded entity is the name shown on Line 1 of the form W-9. The disregarded entity’s name is reported on Line 2, “Business name/disregarded entity name”.

Page 4, Part I. Taxpayer Identification Number (TIN):

Enter the owner’s EIN. Do not enter the disregarded entity’s EIN.

**The W-9 should be provided by the owner of a disregarded entity.**

TEKsystems, Inc is a disregarded entity, for US tax purposes, with a single owner that is a US person, Allegis Group Holdings, Inc.

Accordingly, Form W-9 is provided by Allegis Group Holdings, Inc.

*Does TEKsystems, Inc have an EIN for other purposes?*

Yes, it is 52-2010575.

*What entity should we remit payment to?*

**PLEASE REMIT PAYMENT TO THE ENTITY AND ADDRESS LISTED ON THE INVOICE. PLEASE DO NOT REMIT PAYMENT TO ALLEGIS GROUP HOLDINGS, INC.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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

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

<b>PRODUCER</b> Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087  License#: 57081 CERTTEK-01	<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C No. Ext):</b> 610-526-9130 <b>E-MAIL ADDRESS:</b> certs@altuspartners.com	<b>FAX (A/C, No):</b> 610-526-2021	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> TEKsystems, Inc 7437 Race Road Hanover MD 21076	<b>INSURER A :</b> ACE American Insurance Company		22667
	<b>INSURER B :</b> ACE Property and Cas Ins Co		20699
	<b>INSURER C :</b> Indemnity Ins Co of N Am		43575
	<b>INSURER D :</b> Federal Insurance Company		20281
	<b>INSURER E :</b> <b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 190272572

REVISION NUMBER: Std + P/F

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 100,000	Y	Y	G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	<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
A	<input type="checkbox"/> Professional Liability/Cyber <input type="checkbox"/> Fidelity (3rd Party)			G71085193 004 J0638612A	11/30/2024 11/30/2024	11/30/2025 11/30/2025	(\$5M SIR) \$5M per cl \$5,000,000 \$5,000,000	\$5,000,000 Agg Per Occurrence Aggregate

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

This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

- The General, Auto and Excess Liability policies provide Additional Insured status, apply on a Primary and Non-Contributory basis, and includes a Waiver of Subrogation if required by the Certificate Holder per a written contract executed prior to the date of loss. •The Workers' Compensation policy includes a Waiver of Subrogation and provides Alternate Employer status if required by the Certificate Holder per a written contract executed prior to the date of loss where permissible. •Producer will endeavor to send written notice to the Certificate Holder 30 days prior to cancellation of any policy listed above.

**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 
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