



The Purchasing Memo

Date: July 17, 2025

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

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director 

Subject: Tyler Munis Upgrade/Payroll Support

Vendor Name: Ciber Pathway Inc

Munis Vendor Number: 8397

ITEM AND ISSUE:

Request for Approval of Amendment #3 to Professional Services Agreement Item #22-0266 with Ciber Pathway Inc to Increase the Compensation by \$1,771,968.00 for a New Total Amount of \$6,078,116.40 and to Extend the Termination Date to June 13th, 2026. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203383.

BACKGROUND AND SUMMARY:

Ciber Pathway Inc will provide continued support with the upgrade to the newest version of Tyler Munis system. This support will include Tyler Cashiering support, HR and Payroll services, as well as UKG Kronos and Telestaff production testing and support. The support team will include Project Manager, Payroll SME, HR SME, SQL Server Reports Developer, Kronos Consultant, Tyler EnerGov Consultant, and ERP Business Analyst.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Special Projects / 325

Munis Org Name/Number: ITT ERP / 3253950

Munis Object Name/Number: Other Consulting / 510340


Budget Officer / Designee: Andy Hopkins Date: 07/18/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source # 40M0087-24-CP101

Chief Procurement Officer (CPO)/Designee:  Date: 07/21/2025

CPO Comment/Exceptions: Fran Dunaway, CPO intial approval 3/21/22, 40-M0087-24-CP101
50-M0087-25-CP182

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: 
ERIC Candelaria (Jul 17, 2025 16:37 MDT) Title: Director, ITT Date: 07/17/2025

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

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:

Ciber Pathway Inc. Amendment #3 to Item#22-0266

Ciber Pathway Inc. Amendment #2 to Item#22-0266

Ciber Pathway Inc. Amendment #1 to Item#22-0266

Ciber Pathway Inc. Professional Services Agreement Item#22-0266

Sole Source # 40M0087-24-CP101

Retro-Active Term Approval

Quote

Certificate of Insurance

W9

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES CONTRACT**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Ciber Pathway Inc.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide business analysis services and support.

B. Pursuant to Article 13 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. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibit A, quote number CP10135 and Exhibit B Statement of Work.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$1,771,968.00 so that Article 3, paragraph A reads in its entirety as follows:

1. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed six million, seventy-eight thousand, one hundred sixteen

and forty cents (\$6,078,116.40), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipt tax and expenses, shall not exceed six million, seventy-eight thousand, one hundred sixteen and forty cents, (\$6,078,116.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 13, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-1-150 through 152.

4. 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. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: Ciber Pathway Inc

ALAN WEBBER, MAYOR

Krishna Gajavelli
Krishna Gajavelli (Jul 9, 2025 11:59 CDT)
Krishna Gajavelli, President

DATE: _____

DATE: 07/09/2025

DATE: _____

CRS#03-323501005

Registration # _____

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Frank Ruybalis
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Exhibit A



8751 Collin McKinney Pkwy
 McKinney, TX 75070
www.ciberpathway.com
 Ph: 405.938.5676
 Fax: 405.938.3145
 Prepared by: Krishna Gajavelli

QUOTE

DATE	4/23/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	4/30/2025

CUSTOMER

City of Santa Fe
 200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training - 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at \$115/HR	\$ 189,750.00
SQLServer Reports Developer Assist with conversion of EnerGov Crystal reports to SSRS, create new reports as required by business for day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	\$ 105,600.00
Kronos Consultant Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	\$ 239,250.00
Tyler EnerGov Consultant Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	\$ 239,250.00
Tyler Munis Finance Consultant - Senior Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
ERP Business Analyst - Mid to Senior Level Provide ERP support on business process and solutions. Design and document all business requierments and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	\$ 198,000.00
Project Manager/Advisor - Project Implementations	\$ 239,250.00

Exhibit B

STATEMENT OF WORK

FOR

**System Support Services
(Tyler Munis, Kronos and EnerGov)**

Exhibit B

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Exhibit B

1.1 Services Scope

Under this contract, Ciber Pathway Inc will independently provide support services to satisfy the overall operational objectives of the City of Santa Fe ITT PMO office. The primary objective is to provide services and deliverables through the performance of support services.

1.2 Services, Roles & Responsibilities Work Streams:

This section defines the key work streams that are directly related to this project. All services and deliverables performed within the scope of this work will fall into one of the work streams below:

Work Streams:

- Program/Project Management
- Functional Process Design/Configuration and Testing
- Deployment and Immediate post go-live support.
- Reporting

1.2.1 Program/Project Management & Governance:

The objective of this workstream is to have Program/Project Management team collaborate with City of Santa Fe throughout the program to ensure project management will governance processes be defined, designed, executed, and refined, as needed.

- Develop Project plans for projects assigned to Ciber Pathway Inc
- Establish and retain a resourceful City of Santa Fe project team who can address all aspects of the project scope and produce the required deliverables
- Establish and retain a resourceful Ciber Pathway Inc project team who can address all aspects of the project scope and produce the required deliverables
- Establish procedures for knowledge transfer between City of Santa Fe and Ciber Pathway Inc team.

Exhibit B

- Verify that a project budget has been established and that appropriate tracking mechanisms are in place.
- Track the overall progress of the project according to the work plan and ensure that regular status reports are produced, distributed, and reviewed on a timely basis.
- Create project status reports and attend meetings with project stakeholders and City of Santa Fe executive team to provide status updates, risks and any anticipated project delays.
- Verify that regular project/cross-team communications are produced and are available to the core and extended project team members.
- Monitor and manage project issues.
- Verify that Quality Assurance procedures and processes are in place that will help generate high-quality work products and deliverables and a final product that meets the business requirements
- Regularly analyze project risks and establish processes and procedures to prevent or manage these risks
- Establish procedures and processes for capturing, escalating, and resolving the various types of project issues
- Establish and refine change control procedures and processes throughout the project life cycle.
- Document and facilitate key design decisions and ensure the right inputs are provided by the right parties on time to the right decisionmakers

1.2.2 Functional Process Design/Configuration and Testing:

The objective of this work stream is to realize the required ERP Upgrade so that the City of Santa Fe departments are fully supported across their end-to-end business processes.

More specifically, the activities in this work stream will assist in:

- Review and understand the existing requirements, gaps, and challenges already identified with respect to the business needs.
- Provide ongoing current state business process and legacy solution content, materials and City of Santa Fe subject matter personnel to ensure ownership of requirements, design, configuration, and testing priorities, decisions, deliverables, and results.
- Create design documentation that specifies package configuration choices and recommended options based on understood requirements
- Develop white papers and stakeholder communication content, via high quality and clear documentation, for all applicable new designs, business rules, and key decisions that need to be understood and accepted.
- Develop functional specifications for all applicable new designs, interfaces, workflows,

Exhibit B

and extensions

- Define ERP implementation configuration and development standards and best practices that should be leveraged.
- Provide test plans, scripts, cases that can be reused
- Develop a testing strategy, plan, and schedule for City of Santa Fe businesses, including integration and user acceptance testing.
- Ensure clear documentation and execution of all defined test scenarios
- Monitor testing and provide test results/status and action plans to fix defects
- Assist City of Santa Fe users in performing user acceptance testing.

1.2.3 Reporting:

The objective of this workstream is to meet the reporting needs for the City of Santa Fe departments and businesses:

- Identify City of Santa Fe reporting needs.
- Create and approve inventory of reporting development objects to meet gaps
- Ensure development approach is consistent with reporting architecture defined by Tyler Munis.
- Build and unit test reports
- Incorporate reporting into end-to-end integration and UAT test plans
- Assist City of Santa Fe business users in conducting UAT.
- Develop reporting training materials

1.2.4 Deployment and Immediate Post Go-Live Support

The objective of this work stream is to ensure an accelerated and high quality implementation followed by a focused and experienced support effort. The ultimate goal is to minimize business disruption and maximize user adoption. More specifically, the activities in this work stream will assist in:

- Providing an implementation schedule and associated staffing that can meet the demands of the rollout.
- Ensuring site readiness prior to cutover.
- Ensuring City of Santa Fe organization readiness to provide expanded support of the ERP solution to stakeholders.

Exhibit B

1.3 Team Structure

All proposed key personnel must be approved by City of Santa Fe and named as “key personnel” in the contract. System Integration key personnel shall include, but not be limited to, the positions described below.

Sr. Program/Project Manager

The Project Manager will be City of Santa Fe’s primary point of contact throughout the project. The Project Manager will serve as the day-to-day, System Integrator lead and work directly with his/her counterpart at City of Santa Fe. This role is widely held as the most critical role to successfully support projects assigned to Ciber Pathway.

Functional/Process Leads/SME

These Functional/Process Leads/SME’s will provide project management capabilities for their functional/process domain and will be paired with City of Santa Fe leads for each domain. These individuals will possess knowledge of functional modules as well as process, configuration and integration best practices. These leads will be able to proactively guide the City of Santa Fe’s team throughout the upgrade project.

Reporting Analyst

Reporting analysts will provide report development utilizing approved tools by Tyler Munis architecture.

1.3.1 Staffing Assumptions:

All personnel assigned to project are expected to work offsite or pre-arranged (Onsite-Offsite) schedule that is approved by Ciber Pathway Inc and as well as City of Santa Fe project management team.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
Professional Services Contract (Tyler Munis Support)
ITEM# 22-0266**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Ciber Pathway Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide business analysis services and support.

B. Pursuant to Article 13 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. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibits (A).1, (A).2, and (A).3, quote numbers CP10034, CP10033, and CP10034, respectively.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$1,484,778.30 so that Article 2, paragraph A reads in its entirety as follows:

A The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate

of compensation not to exceed four million, three hundred six thousand, one hundred forty-eight dollars and forty cents (\$4,306,148.40), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$4,306,148.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:


This Contract shall be effective when signed by the City and shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jun 14, 2024 17:34 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 14, 2024

ATTEST:



CITY CLERK *XIV*

GB MTG 06/12/2024

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

CONTRACTOR:


Krishna Gajavelli (Apr 22, 2024 16:26 CDT)

KRISHNA GAJAVELLI

President

TITLE

Apr 22, 2024

DATE: _____

CRS# 03-323501005

Registration # _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0266**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 8, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Ciber Pathway Inc.. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide business analysis services.
- B. Pursuant to Article 13 of the Agreement, 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 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$1,304,112.60 so that Article 2, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed two million eight hundred twenty-one thousand three hundred seventy dollars and one cent (\$2,821,370.10), including

gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$2,821,370.10). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM;

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Jun 29, 2023 17:11 MDT)
ALAN WEBBER, MAYOR

DATE: Jun 29, 2023

CONTRACTOR:
CIBER PATHWAY

[Signature]
NAME

President
TITLE

DATE: 05/11/2023

CRS# 03-323501005

Registration # _____

ATTEST:

[Signature]
KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 06/28/23 X/V

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 11, 2023 15:28 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 29, 2023 16:50 MDT)
EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#3253950.510340 ERP, Other Consulting AH
AH

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Ciber Pathway Inc.**, 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, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City as described in Exhibit “A” attached hereto and incorporated herein

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of compensation not to exceed One Million, Five Hundred Seventeen Thousand, Two Hundred Fifty-Seven Dollars and Fifty Cents (\$1,517,257.50), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,517,257.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. 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.)

C. 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional 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 Agreement. 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.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement 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 12 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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.

15. Penalties for violation of law.

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.

16. 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 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.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. ~~38-3-2~~ . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. 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 City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

21. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. 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 Agreement, 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 Agreement. 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) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement 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: Attn: Manuel Gonzales, ITT Director
200 Lincoln Ave. Santa Fe, NM 87504, mmgonzales@santafenm.gov].

To the Contractor: Ciber Pathway Inc.
Attn: Krishna Gajavelli, 5601 NW 72nd Street STE 178G, Warr Acres, OK 73132
accounts@ciberpathway.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. 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.

30. 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.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable 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.

32. 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 Agreement as of the date of the signature by the required approval authorities below.

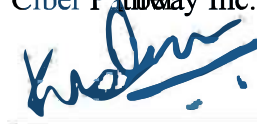
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Jun 13, 2022

CONTRACTOR:
Ciber Pathway Inc.



NAME Krishna Gajavelli

President

TITLE

DATE: 05/18/2022

CRS# 03-323501005

Registration # _____

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 

GB MTG 06/08/2022

CITY ATTORNEY'S OFFICE:




SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Alexis Lotero (Jun 13, 2022 09:23 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

Org. Name/Org#. 3253950.510340 ERP, Other Consulting 

AH



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

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

Complete this form in its entirety!

Date: Prepared By:

Email: Phone #:

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

Vendor Name:

Address:

City: State: Zip Code:

Justification (choose from the drop down): Unique Expertise

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

*Estimated Cost: Term of Contract:

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

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract Org / Object:

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

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



City of Santa Fe, New Mexico



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

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

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The City of Santa Fe's current platform is Tyler Technologies MUNIS version 19.3 and data are Cloud Based and hosted on Tyler Technologies. The City implemented Tyler Technology utilizing version 11.3 in 2019. Tyler Technologies consists of MUNIS Financial and MUNIS Human Capital Management (HCM), MUNIS has over 1,100 City staff end users, 7,000 registered City vendors, and has processed over 10 million transactions. Version 11.3 was over two (2) years in existence with the City of Santa Fe when a necessary upgrade to version 19.3 was required.

A prerequisite for a successful MUNIS upgrade implementation was to bring on board a dedicated Contractor who was involved in both planning the MUNIS upgrade and providing necessary training. Best Practices dictated hiring external resources who are experts in local government management, technology systems, organizational management, guidelines, requirements, business processes, user roles, workflows, training, policies, and procedures. For continued success in this implementation Cyber Pathway will continue functionality for daily operations of the City of Santa Fe providing production support with Tyler Applications, UKG (Time Clock Management) Applications, and other operations as detailed in the attached statement of work.

For a detailed Statement of Work please see Exhibit (A) for the Quote of Services to be Provided.

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

The City of Santa Fe ITT Department determined a need to utilize an external resource with the necessary expertise to support multiple functions within Tyler Technologies. During the initial implementation phase Cyber Pathway established a statement of work that would meet the initial desired requirements and expertise for the sections identified that required additional support. Through implementation and upgrade the ITT Department identified and determined the following needs for continued support:



City of Santa Fe, New Mexico



1. Work with the payroll team to ensure timely and accurate payroll processing.
2. Troubleshoot and provide technical support with issues in the Tyler Munis database.
3. Provide assistance with the Tyler Munis and UKG (Employee Time Management) processes.
4. Perform various analysis for better understanding and streamlining Tyler Munis functions.
5. Create and/or update documentation to reflect the changes made to the system as a result of problem solution for Tyler Munis.
6. Shall assist preparing data
7. Will assist with data validation and verification in the database.
8. Assist in the continued development of materials for the new version 19.3 systems and functions.

The complex services required by the City of Santa Fe going forward must be built upon the prior service and expertise demonstrated by Ciber Pathway Inc in various systems that the City currently utilizes on a day-to-day basis for payroll processing, budgeting, financials management and employee time tracking. As the current service provider Ciber Pathway Inc is positioned to understand what has been developed to date, what work is needed to advance the project and provide support.

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

Please see Exhibit (B) for a detailed description of Ciber Pathway's experience, qualifications, and capabilities which demonstrates their unique ability to assist the City of Santa Fe in this upgrade.

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

- Contractor provided assistants with migration of the old payroll system into current Tyler Munis database
- Understanding of current essential Munis functions
- Understanding of the current Tyler Munis database
- Familiarity with Tyler Munis Technical Support
- Familiarity with Division's processes and procedures
- Contractor assisted with development of the current Tyler Munis database
- Contractor assisted with data validation and verification in the current database



City of Santa Fe, New Mexico



Approvals:

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

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

Date: Apr 9, 2024

Department Approval by:

[Eric Candelaria \(Apr 8, 2024 09:54 MDT\)](#)

Eric Candelaria, Department Director

Apr 8, 2024

Date: _____

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

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

Date: May 14, 2024



8751 Collin McKinney Pkwy STE 105
 McKinney, TX 75070
www.ciberpathway.com
 Ph: 405.938.5676
 Fax: 405.938.3145
 Prepared by: Krishna Gajavelli

QUOTE

DATE	4/5/2024
QUOTE #	CPI0034
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2024

CUSTOMER

City of Santa Fe
 200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Tyler & Kronos Support Services FY25	
Tyler Cashiering Support as needed (20 Hrs/Month)	\$ 34,800.00
HR and Payroll Support Services (176 Hrs/Month - October 2024 - June 2025)	\$ 229,680.00
FIN SME Tyler Upgrade July - September (176 Hrs/Month - October 2024 - June 2025)	\$ 229,680.00
Business Analyst Tyler Upgrade July - September (176 Hrs/Month - October 2024 - June 2025)	\$ 198,000.00
Kronos and Telestaff Production Support (120 Hrs/Month July 2024 - June 2025)	\$ 208,800.00

Subtotal 900,960.00

TERMS AND CONDITIONS

- Customer will be billed at the end of the month for the services provided for that month.
- Payment will be due on receipt of the invoice.
- Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____ 

GRT Tax	4.875%
Tax due	43,921.80
Other	-
TOTAL	\$ 944,881.80

Print Name:

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!



8751 Collin McKinney Pkwy
Suite # 105
McKinney, TX 75070
Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

April 2nd, 2024

EXHIBIT B

Ciber Pathway Inc., Experience and Qualifications:

- As the current professional service provider for City of Santa Fe, Ciber Pathway Inc is positioned to understand what has been configured, developed to date as part of Tyler Munis Implementation.
- Ciber Pathway Inc has assisted City of Santa Fe in Upgrading Tyler Munis from v11.3 to v2019 successfully on schedule and within allocated budget.
- Ciber Pathway Inc thoroughly understands what is needed to advance project to support HCM and Finance with Upgrade, and product enhancements and post-production support.
- Ciber Pathway Inc possesses the knowledge of the City's Tyler Munis HCM/Payroll and FIN implementation, Software Package, Configuration.
- Ciber Pathway Inc has extensively helped City of Santa Fe with various projects so far (Payroll implementation, Payroll day-to-day support, Payroll Year end forms, Leave Accruals, HCM Year End forms, Finance Audit reports, Support for Auditors and Year end close process).
- Ciber Pathway Inc has wide range expertise in implementing, supporting and upgrading ERP products (PeopleSoft, JDEdwards, Tyler Munis), Time Tracking systems like Kronos and other reporting tool that are added benefits to City of Santa Fe.
- Ciber Pathway Inc was able to create, generate and produce many different reports for Finance, HR, Payroll as needed (regulatory, statutory and business validation).
- Ciber Pathway Inc helped Auditors hired by CoSF in generating reports out of Tyler Munis and JD Edwards system for FY20, FY21 and FY22 audits.
- As the current service provider Ciber Pathway Inc, supports payroll department with payroll processing on bi-weekly basis.
- Ciber Pathway Inc helped with data conversion of Payroll data from JDEdwards to Tyler Munis.
- Ciber Pathway Inc was successfully able to help CoSF HR department create, upload and print 1095C forms to adhere with ACA requirements for calendar year 2019, 2020 and 2021 as required by IRS.
- Ciber Pathway Inc has been helping City of Santa Fe process, validate and generate payroll year end W2's from Tyler Munis payroll module for the past 3 years.
- Ciber Pathway Inc consultants has over 22 years of combined experience in implementing, upgrading and support other ERP products including (Oracle ERP,



8751 Collin McKinney Pkwy
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Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

PeopleSoft, SAP, Tyler Munis and Workday) with different industries including local government, state governments and private sectors.

Please feel free to give me a call if you have any questions. We look forward for your continued business.

CIBER PATHWAY INC.,

Name: Krishna Gajavelli

Title: President

Date: 04/02/2024

Ciber Pathway Sole Source FY25 Signed

Final Audit Report

2024-04-09

Created:	2024-04-09
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAevXHsTZ2YKHthdCwtAqcCUjwyJ4EQ9zA

"Ciber Pathway Sole Source FY25 Signed" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-09 - 5:35:52 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-09 - 5:37:19 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-04-09 - 9:36:58 PM GMT - Time Source: server
-  Agreement completed.
2024-04-09 - 9:36:58 PM GMT

MIERA, KRISTY A.

From: GSD.SPInfo@state.nm.us
Sent: Saturday, May 11, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #40-M0087-24-CP101 - 30 Days

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

Your Sole Source #**40-M0087-24-CP101** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final

Final Audit Report

2024-05-14

Created:	2024-05-13
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFqVwAmsVT_Gyu5-Dwyp_7wLuMXg_q-H

"40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-13 - 10:48:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-05-13 - 10:49:46 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-13 - 11:13:50 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-14 - 3:04:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-14 - 3:04:25 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: June 30th, 2025

TO: Mark Scott, City Manager

VIA: Eric Candelaria, ITT Department
Director

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Amendment #3 to PSA Item #22-0266

ITEM & ISSUE:

Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Cyber Pathway Inc Amendment #3 to Professional Services Agreement Item #22-0266 which expired on June 30th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.

Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott
Mark Scott (Jul 7, 2025 15:50 MDT)

Mark Scott, City Manager

Eric Candelaria
Eric Candelaria (Jul 7, 2025 14:48 MDT)

Eric Candelaria, ITT Director



8751 Collin Mckinney Pkwy
 McKinney, TX 75070
www.ciberpathway.com
 Ph: 405.938.5676
 Fax: 405.938.3145
 Prepared by: Krishna Gajavelli

QUOTE

DATE	6/2/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2025

CUSTOMER

City of Santa Fe
 200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and	\$ 239,250.00
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at \$115/HR	\$ 189,750.00
SQLServer Reports Developer day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	\$ 105,600.00
Kronos Consultant Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	\$ 239,250.00
Tyler EnerGov Consultant Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	\$ 239,250.00
Tyler Munis Finance Consultant - Senior Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
ERP Business Analyst - Mid to Senior Level Provide ERP support on business process and solutions. Design and document all business requiriements and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	\$ 198,000.00
Project Manager/Advisor - Project Implementations Project Manager/Advisor to help with Tyler Munis Upgrades, Create project plans and guide projects to be implemented ontime with minimal disruptions. Advise and help COSF ITT/PMO office on various projects as needed. 1650 Hours/160 HRS/Month @145/HR	\$ 239,250.00

Request for Taxpayer Identification Number and Certification

Go to 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.

Print or type. See <i>Specific Instructions</i> on page 3.	1 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.) CIBER PATHWAY INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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 <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: 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. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b 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"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 8751 COLLIN MCKINNEY PKWY STE 105	Requester's name and address (optional)
	6 City, state, and ZIP code MCKINNEY, TX 75070	
	7 List account number(s) here (optional)	

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.

Social security number									
or									
Employer identification number									
2	6	-	2	6	1	3	7	3	8

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

Sign Here	Signature of U.S. person	Date 03/11/2025
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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.

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.








URGENT_Ciber Pathway, Inc Amendment No. 3 Packet

Final Audit Report

2025-07-18

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