City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MARCH 08, 20215:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenmgov.zoom.us/j/91023070113?pwd=QTJrQjl3M2c3TFpCRjVaRkJYZU53UT09.
Passcode: 141109
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 141109**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.
Written Comments: The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.
Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link:: https://santafenm-gov.zoom.us/j/92314056612?pwd=c2xtZ0RQWU5LWnRFYm9ZWGw1WDVHdz09 Passcode: 168741

City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MARCH 08, 20215:00 PM
ATTEND VIRTUALLY

Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 253 215 8782 Webinar ID: 923 1405 6612 Passcode: 168741
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Minutes from the February 22, 2021 Public Works and Utilities Committee.

6. **PUBLIC COMMENT**

   a. To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **ACTION ITEMS: CONSENT**

   a. Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

   COMMITTEE REVIEW:
   Finance Committee 03/01/2021
   Public Works and Utilities Committee 03/08/2021
   Governing Body 03/10/2021

b. Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611.

Committee Review:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

c. Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the total amount of $85,484.85; Phil Long Ford via the Cooperative Education Services via the Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:
Public Works and Utilities Committee: 03/08/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

d. Consideration of Resolution No. 2021-__: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth, Councilor Jamie Cassutt-Sanchez, Councilor JoAnne Vigil Coppler, and Councilor Signe Lindell) (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov, 955-4219)

Committee Review:
Quality of Life Committee: 3/3/21
Public Works and Utilities Committee: 3/8/21
Water Conservation Committee: 3/9/21
Governing Body: 3/10/21

e. Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City

Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)
Committee Review:
Public Works and Utilities Committee: 3/8/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

f. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21
Public Works and Utilities Committee: 03/08/21
Governing Body: 03/10/21

g. Request for Approval of a Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for Environmental Permitting Services in support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 will provide technical expertise for the City and USBR to complete the Environmental Assessment under the National Environmental Policy Act (NEPA) guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 3/22/2021
Governing Body: 3/31/2021

h. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov,

505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102)

Committee Review:
Finance Committee: 3/01/2021
Public Works and Utilities: 3/08/2021
Governing Body: 3/10/2021

i. Request for Approval of Cooperative Project Agreement with NMDOT for the Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" Project in the Total Amount of $300,000. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

j. Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $256,320 for the Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" Project.(Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

k. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

l. Request for Approval of Amendment No. 2 to PSA # 19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

m. Request for Approval for Amendment No.4 to Advanced Utility System's Contract to continue the upgrade of the Utility Billing Division Billing System in the amount of $1,048,402 excluding NMGRT.(Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

n. Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Advanced Utility's System through FY20/21 in the total amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, March 29, 2021**

12. **ADJOURN**

City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
MARCH 08, 20215:00 PM
ATTEND VIRTUALLY

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE FEBRUARY 22, 2021 AT 5:00 PM VIRTUAL MEETING

1. **CALL TO ORDER**

Start time 5:05pm

2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:

Others Attending:

Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Jeff Norris, Legislative Liaison Assistant
Renee Villarreal, Attendee
Erick Aune, Attendee
Sam Burnett, Attendee
Caryn Grosse, Attendee
Melissa McDonald, Attendee
Pauline Kamiyama, Attendee
Bernadette Salazar, Attendee
Nancy Jimenez, Attendee
Bradley Fluetsch, Attendee
Marcos Martinez, Attendee

Facilitator Todd Burley with aon was in attendance.

Facilitator Pam with aon was in attendance

Facilitator Jason Mumm with FCS Group was in attendance

Facilitator Javier Rosado PW Dept. Director was in attendance

3. **APPROVAL OF AGENDA**

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the as Consent Agenda presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Minutes from the February 8, 2021 Public Works and Utilities Committee

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

MOTION: moved, seconded by , to approve the minutes as presented.

VOTE: The motion was on the following Roll Call vote:

For: None

Against: None

Abstain: None

6 **PUBLIC COMMENT**

a To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **PRESENTATION**

a. Presentation
a. Benefits Presentation (Ashley Barela, Assistant human Resources Director, ambarela@santafenm.gov, 955-6517, Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 955-6591, AON Representative.

COMMITTEE REVIEW:
Finance Committee: 02/15/2021
Public Works and Public Utilities: 02/22/2021

b. Financial framework of the Enterprise Funds within the Public Utilities Department.(Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

taking forward to 3/1/2021 Finance Committee

c. Public Works Presentation of Capital Maintenance. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

8. **ACTION ITEMS: CONSENT**

a. Request Approval of Professional Services Contract with Santa Fe Conservation Trust for the development of a Safe Routes to School Program not to exceed $293,406 funded by a Federal Transportation Alternative Program Grant. (MUNIS Contract #3202481) (Melissa McDonald, Acting Parks Division Director,
(505) 955-2105, mamcdonald@santafenm.gov) (Erick Aune, Santa Fe MPO Senior Planner, (505) 955-6664, ejaune@santafenm.gov)

Committee Review
Finance Committee – 02/15/2021
Public Works & Utilities Committee – 02/22/2021
Governing Body – 02/24/2021

Approved to forward to 2/24/2021 Governing Body

b. Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)
Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

Approved to forward to 3/1/2021 Finance Commttee

c. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $62,000 FY21 to fund the Consultant Team that will facilitate the Culture, History, Art, Reconciliation, and Truth (CHART) process. (Pauline Kamiyama, Arts and Culture, pkkamiyama@santafenm.gov, 505-955-6653 and Kristine Mihelcic, Director of Public Engagement kmmihelcic@santafenm.gov , 505-955-6949.

Approved to forward to 2/24/2021 Governing Body

9. **ACTION ITEMS: DISCUSSION**

10. **EXECUTIVE SESSION**

11. **MATTERS FROM STAFF**

12. **MATTERS FROM THE COMMITTEE**

13. **MATTERS FROM THE CHAIR**

14. **NEXT MEETING: March 08 2021**

15. **ADJOURN**

End time 6:50pm

_____ _____

Liaison Chair

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: February 9, 2021

TO: Finance/Public Works and Utilities Committee/City Council

VIA: Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE: Approve Acceptance of FAA Grant Funded Budget Amendment Resolution (BAR) for Taxiway Golf Construction

Request for Approval of a BAR for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the amount of $2,630,925 securing funds for construction of Taxiway Golf.

SUMMARY:
Construction work for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which has been experiencing significant pavement failures, and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate these pavement failures and provide pavement strength for the airports expanding commercial flight operations.

Both grants were approved at the special City Council meetings on September 15th and September 17th, 2020 respectively. At that time, the BAR was not in the packet and therefore needs approval to budget the funding.

BUDGET:
This project is funded by a 90% FAA grant #3-35-0037-052-2020 and grant #3-35-037-053-2020, as well as, a 5% grant from the New Mexico Department of Transportation Aviation Division (NMDOTAD) # SAF-20-03, with the remaining 5% matching funding by the City.

SCHEDULE:
Public Works/Utilities Committee: 03/08/2021
City Council: 03/10/2021

REQUESTED ACTION:
Council approval of BAR to move grant funds into WIP construction in the amount of $2,630,925.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport Division	02/08/2021

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY *{.000000}*	SUBLEDGER *{0000}*	INCREASE	DECREASE
EXPENDITURES					*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR19545OE		2,630,925	
REVENUES					*{enter as negative #}*	*{enter as positive #}*
US DOT - Grant 52	5450407	490550	AIR19545OE		(1,875,000)	
US DOT - Grant 53	5450407	490550	AIR19545OE		(755,925)	
					$ 0	**$ 0**

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Grant 52, in the amount of $1,875,000 and Grant 53, in the amount of $755,925 were approved on September 15th and 17th, 2020 respectively. The BAR was not part of packet and needs Council approval.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	$ 0

Bobbi Huseman — 02/09/2021
Prepared By *{print name}* — Date

Mark Baca — 02/09/2021
Division Director *{optional}* — Date

Department Director — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

c) Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

COMMITTEE REVIEW:
Finance Committee 03/01/2021
Public Works and Utilities Committee 03/08/2021
Governing Body 03/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8a Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901) **COMMITTEE REVIEW:** Finance Committee 03/01/2021 Public Works and Utilities Committee 03/08/2021 Governing Body 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe

Parking Division

Request for Proposals
(RFP)

PARKING ACCESS AND REVENUE
CONTROL SYSTEM
(PARCS)

ATTACHMENT 1

SCOPE OF WORK

2.0 Project Scope

Refer to Attachment 1 Scope of Work document.

1.14 Mandatory Pre-Proposal Vendor Conference

A mandatory Pre-Proposal Vendor Conference will be held on June 7, 2018, 10:00 am Mountain Time. The Pre- Proposal Vendor Conference will be hosted via teleconference. The City will not be hosting an in-person option for the Pre-Proposal Vendor Conference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is mandatory.

1.15 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on June 21, 2018.

Only questions and answers documented in an addendum shall be binding. Each addendum issued will contain an acknowledgment form which shall be signed and returned with proposers' responses. The City reserves the right to revise the RFP prior to the deadline for proposal submissions on July 31, 2018. Revisions shall be documented in an addendum and publicly published to the City website.

response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a "best of breed" solution. The City does have a preference towards an end-to-end solution, but is willing to consider a best of breed solution.

1.11 Incurred Expenses

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's product.

1.12 Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "City of Santa Fe PARCS RFP Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact and the acknowledgement contact information. With any communications, both the primary and acknowledgement point of contact should be included.

Table 02: Point of Contact

Point of Contact	
Primary	**Acknowledgement**
Shirley Rodriguez City of Santa Fe 505-955-5711 sarodriguez@ci.santa-fe.nm.us	Noel Correia City of Santa Fe 505-955-6711 npcorreia@ci.santa-fe.nm.us

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than June 14, 2018 at 4:30 pm Mountain Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda.

Proposers shall not contact City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the City.

1.13 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to City staff on dates specified in Table 01 if selected for system demonstrations. Failure of a vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the vendor's proposal.

	CITY OF SANTA FE	Purchasing Office City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, NM 87505
	Request For Proposal	

Solicitation Number: RFP #'18/49/P

Materials and/or Service: Provide and Install a State of the Art Parking Access and Revenue Control System (PARCS) as Specified in the RFP Specifications

Solicitation Due Date: **July 31, 2018** **Time:** **2:00 pm (Mountain Time)**

Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:

Attn: Shirley Rodriguez
Purchasing Office
City of Santa Fe
Building "H"
2651 Siringo Road
Santa Fe, New Mexico, 87505

All Offers must be received by the City of Santa Fe at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the City of Santa Fe website: http://www.santafenm.gov/bids_rfps. If you experience problems downloading the solicitation, use the information contained in Table 02 (Point of Contact).

Attendance at the Teleconference is mandatory.

Teleconference Event: **June 7, 2018 @ 10:00 A.M. (Mountain Time)**

Vendors that are interested in participating in the Pre-Proposal Teleconference Event shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.
Published via http://www.santafenm.gov/bids_rfps ENTER DATE
Published in the New Mexican: ENTER DATE
Published in the Albuquerque Journal: ENTER DATE

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other City staff may disqualify you from the evaluation process.

Table of Contents

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1.0	**RFP Introduction and Background**	**4**
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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying The City of Santa Fe's needs for hardware, software and professional services to provide a Parking Access and Revenue Control System. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About the City of Santa Fe

The City of Santa Fe's purpose is to be the top tier community in New Mexico for living, working, and recreating. Santa Fe is the largest metropolitan area in the county of Santa Fe and was established in the early 1600s; it is one of the nation's oldest communities. The City has a diverse population of approximately 82,000. Santa Fe's economy is based largely on tourism and state government. Visitors are attracted year-round by the beautiful high desert climate and related outdoor activities plus cultural activities of the City and area. The City delivers a wide array of services through twelve (12) departments which are both operational and supportive in nature. The majority of services offered by the City of Santa Fe are delivered by City employees, while some are delivered by partners. The City departments are grouped into one of three categories: public safety, core services, and quality of life programs. Public safety consists of services such as fire protection, law enforcement, and adjudication, without which unsafe conditions might emerge within the City. The core services the City of Santa Fe provides include: water, waste water, and solid waste; infrastructure; and community services such as senior and youth services. Quality of life services and programs include those things that help to make Santa Fe a better place to live, and help us reach for the future: economic and community development, parks and recreation, libraries, and public transportation. In all services, the City of Santa Fe employees try to promote a customer first orientation.

The City of Santa Fe's computing environment is comprised of a hub and spoke network topology consisting, primarily, of Cisco internetworking routers, switches and Wi-Fi equipment. The network spans over 45 remote locations, which include numerous V-LANs. The City is standardized on Microsoft Windows Server as its Server Operating System, and deploys Microsoft Windows 7 and Microsoft Office 2010 for its Client Operating System and Office Productivity Suite respectively; the City's email system is run on Microsoft Exchange. The City's current financial software system (JD Edwards EnterpriseOne) will be replaced with Tyler Munis Financial System within the next 10 months. The City's Parking Division utilizes Conduent State and Local Solutions, Inc.'s Citation Administration and Revenue Reconciliation System (CARRS).

1.3 Existing Conditions

A. Project Site Conditions and Work Locations (Parking Facilities)

During the last fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of

approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three municipal parking garages and one municipal surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Santa Fe Community Convention Center (SFCCC)	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3)lanes
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	Total two (2) lanes

A1. Santa Fe Community Convention Center Municipal Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

A2. Sandoval Municipal Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

A3. Railyard Municipal Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

A4. Water Street Municipal Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and is used for daily, hourly, monthly and pre-paid parking.

B. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

1.4 Project Objectives

The City of Santa Fe is planning to replace its current hardware / software system environment that supports various business processes with a Parking Access and Revenue Control System. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Convert current off-line PARCS to a fully automated online system.
- Install infrastructure to support Pay On Foot (POF) stations at different pedestrian-entry locations at each facility.
- Modify islands which will house new ticket dispensers and gate housings.
- Convert existing copper wire to fiber optics as needed.

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement hardware / software system. Section 2.0, Project Scope (included as Attachment 1 Scope of Work document), outlines the features and functionality desired in a future systems environment as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

1.5 Definitions

Below is a list of key terms and acronyms used in this document. The list is provided for your convenience and is not intended to be all inclusive. The list is designed to highlight terms and acronyms used in multiple locations throughout the document, terms that may have a specific or special meaning in the context of this document or terms (such as networking acronyms) that may not be commonly used in the parking industry.

Term or Acronym	Definition
Automatic Vehicle Identification (AVI)	A process or system by which a unique access control media (RFID transponder, barcode, etc.) is associated with a specific vehicle or user for the purpose of controlling vehicle access into a parking facility.
NMDOT	The New Mexico Department of Transportation.
Complimentary Time	The amount of time (usually in minutes) a patron has to enter and exit a parking facility without incurring a parking fee.
Event Log or Journal	The central database repository of all System messages and activity. The Event Log or Journal is immutable and maintained in secure database that will record all transaction data allowing the System to properly and accurately calculate, collect, and report revenue. The log will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified.
Facility Management System (FMS)	The Facility Management System or Software (FMS) provides the set of software and hardware components whose functions allow the implementation and control of all PARCS devices, components and activity. The FMS also provides administrative controls, user management, and access security for all software modules and subsystems.
Extended Operations Test	A required test designed to demonstrate, over a period of fifteen (15) consecutive days, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.
Facility Test	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation as a system to include all entry lane, exit lane, all other devices, software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers.
Fail Over	The process by the System sense and automatically switches functionality from a primary to a secondary server or device in the event normal function, power or communications are lost.
Grace Time or Period	The amount of time allowed before the next increment of time is added to the parking fee.

Hot List	A function of the LPR subsystem designed to automatically track and report license plates that have been identified as having a high incidence of exception transactions such as "lost tickets", "credit card declined", etc. or have been identified as "special interest" plates by Law Enforcement Agencies. .
ISO-Compliant	A product or service that conforms to the guidelines promulgated by the International Organization for Standardization.
Invalid Ticket	Also known as a 'Stolen Ticket, a ticket is flagged throughout the PARCS as Invalid if it has been removed from the Entry Device without the System detecting a normal entry into the parking facility.
Lag Time/ Grace Period	A preset length of time programmed into the System to allow patrons paying parking fees at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time/grace period would result in the accrual of additional parking fees payable at exit.
License Plate Inventory (LPI)	An automated collection process of vehicle license plates entering and exiting a parking facility for the purpose of calculating parking fees based upon the entry and exit times.
License Plate Recognition (LPR)	The automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying said vehicles and ensuring the proper calculation of parking fees.
Network Operations Center (NOC)	A central location selected by the City from which the City's information technology staff can access the PARCS and trouble shoot system connectivity and local communications' issues between PARCS components and the NOC.
Open Data Base Connectivity (ODBC)	A database standard for data interchange among computer systems that allows compliant database information to be imported into standard Microsoft products such as Excel (spreadsheets) and/or Access (database management).
Parking Access & Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by a parking facility
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane.
System	Parking Access and Revenue Control System (PARCS)
Time Synchronization	A function or service provided by the Facility Management System or Software (FMS) that allows the system clocks for each device on the network to be updated to reflect the time of the master clock. The master clock shall automatically adjust for "daylight savings" time changes. This process allows for proper and consistent fee calculation and event reporting throughout the network.
Transfer Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
White List	A listing populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City guests and visitors.
Uninterruptible Power Supply (UPS)	A re-chargeable battery powered device designed to provide conditioned and stable power to a computer in the event of a loss of incoming electrical service. UPS devices are rated in terms of the length of time they provide service for. The UPS device shall have lightning (surge) protection capabilities and also can be connected to a computer's serial port to allow for graceful power shut down in the event power is lost.

Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

1.6 City's Consulting Partner

The City may retain a consulting partner for this project. The role of consulting partner is to provide information and analytical services to support this project. Evaluations and resulting decisions will be made solely by the City of Santa Fe.

1.7 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Date of Advertisement	May 25, 2018
Request for Proposals Released	May 25, 2018
Pre-Proposal Vendor Conference	June 7, 2018 @ 10:00 am MST
Deadline for Questions From Vendors	June 14, 2018 @ 4:30 pm MST
Final Addendum for Questions Published	June 21, 2018
Deadline for Proposal Submissions	July 31, 2018 @ 2pm MST
Evaluation Period Commences	August 1, 2018
Vendor Demonstrations	August 15, 2018
Recommendation of Award to Finance Committee	*First meeting in September*
Recommendation of Award to City Council	Last meeting in September(Tentative)

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.9 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.10 Partnerships and Proposers of Subsets of Functionality

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
SCOPE OF WORK / TECHNICAL PERFORMANCE SPECIFICATIONS
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Appendix

Submittal of Technical Performance Specifications

Contractor shall submit in the Proposal Packet the following List of Attachments and Tables and Figures:

Attachment	Description
Attachment A PARCS Proposed Hardware	A list of all PARCS equipment by lane and by Facility required for full PARCS functionality.
Attachment B - PARCS Software Modules	A graphic display listing required software modules or functionality.
Attachment C - Project Milestone Schedule	A sample project schedule format to be used by the Contractor in developing the required Project Schedule.
Attachment D - Connectivity Diagrams	A graphic display of the connections between PARCS devices within a public parking facility and the central server. Contractors may use this attachment to develop diagrams such as a traditional communication diagram that will depict the interconnections between devices in the proposed System.
Attachment E - Substantial Completion Checklist	A sample checklist to be used to certify Substantial Completion.
Attachment F - Final Acceptance Checklist	A sample checklist to be used to certify Final Acceptance.

List of Tables and Figures

Table or Figure Name	Description or Title
Table 1	Existing Parking Facilities Descriptions
Table 2	[Intentionally left blank]
Table 3	LPR Performance Standards

Key Terms and Acronyms Defined

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Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
TECHNICAL PERFORMANCE SPECIFICATIONS

GENERAL

This document defines the requirements for a state-of-the-art replacement for the existing parking revenue control system at the City of Santa Fe. The parking access and revenue control system (the System) to be provided by the successful Contractor will be an on-line virtual real-time system centrally-controlled over an internet-based (TCP/IP) control network. The System shall have the ability to improve the parking patron experience by allowing express or ticketless parking transactions. The System will use License Plate Recognition (LPR) as a secondary source for anti-fraud and accountability measure and shall be able to process public parking (with license plate recognition functionality) and non-public parking transactions (without license plate recognition or inventory functionality) involving Barcode tickets, reusable Tokens, ISO-compliant cards (credit/debit cards, value added cards, non-revenue cards, smart-cards, etc.) or Automatic Vehicle Identification (AVI) media such as Radio Frequency Transponders, proximity cards, etc.). The System shall also provide comprehensive monitoring, control, reporting and auditing functionality to provide the City's parking patrons the best possible customer service experience in the most efficient manner possible. To this end, the City desires to use reliable, proven technology for all components of the system while allowing the vendors to propose new and innovative solutions based on this proven technology.

Exhibits or Attachments referenced within these specifications are intended to be samples or guidelines of the documentation to be provided by the Contractor for review and approval by the City's project manager. Drawings and general provisions of the Contract, including any General (and Special, if any) Conditions, shall apply to the work specified under this section. Where a conflict between the content of these specifications and the Contract arises, the provisions of the negotiated Contract shall be controlling. Additional specifications or City standards shall be included by attachment or referenced herein in this RFP.

A. SYSTEM DESCRIPTION

The System provided by the successful Contractor shall be flexible, scalable and modular in design: Flexibility refers to the ability of the City to modify the System and its components to meet its changing operations and facilities (in the majority of cases without additional assistance from the Contractor). A key point of flexibility will be the extent to which the System provided possesses an open architecture design that allows for ease of integration of software and devices from other providers. Scalability refers to the ability of the City to add volume in terms of transactions, devices, or facilities (up to 100%) to meet changing parking demand without significant modifications (other than the additional devices) to the PARCS. Modularity refers to the ability of the City to add functionality to the PARCS (especially to the system software) without causing measurable degradation to existing system functions and customer service. The modular design would allow addition or deletion of capabilities or devices by simply adding them to the Facility Management System software (FMS) resident on the PARCS server and network and installing the appropriate field devices. The scope of the existing parking access and revenue control system will be expanded to include non-revenue or flat-fee access control for non-public patrons (City staff, and service vehicles, etc.) within the existing public parking facilities and all other City-controlled parking facilities where PARCS is installed. The System software shall provide the ability to control all non-public transactions through a Windows-based graphic user interface (GUI) and include control, vehicle count and 'anti-passback' capabilities. Anti-passback refers to access control measures taken to make certain a particular access media (magnetic stripe and or barcode card, barcode, proximity card or other media) may only enter or exit a facility in a prescribed sequence and to eliminate the possibility of multiple entries or exits using the same media without completing a closed transaction which is simply defined as "each media enabled entry must have an exit before re-entry is granted utilizing the same media", after which the system resets the media for another entry/exit cycle upon completion of the first sequence . The successful proposer shall replace existing cashier booths in all three (3) garages with new booths designed to house all PARCS components in a manner that provides full access with ease to all pertinent PARCS components necessary for cashiering functions. The new booths shall be air-

conditioned for heat and cool air and sufficiently spacious to comfortably accommodate an attendant along with all the necessary equipment. The Water Street Lot has a historic building which serves as a cashier booth as well. This building will not be replaced due to historic value and required preservation.

The System software shall control all network functions, shall be network-based and available only to authorized users on the City's administrative network and shall include modules for public parking, non-revenue parking, validations, automatic vehicle identification (AVI) transactions, frequent parker programs, event parking, internet reservation programs, prepaid parking programs, and modules or other functionality as detailed below. The software shall also be able to provide billing capabilities as appropriate for certain functions or user types, such as monthly parking, hotel guest parking, etc. The system software provided may include original vendor-created software applications, third-party software and appropriate integration so that the entire system operates as a seamless whole.

The System shall also provide a robust set of transaction, revenue, maintenance, and management reports that shall include the ability to sort and otherwise manipulate a copy of raw transaction data through the use of filters and other reporting tools. The system shall provide enhanced customer service and payment options for parking patrons, while simultaneously maximizing the benefits (in terms of cost, accountability and efficiency) of system automation.

The entire system shall be connected utilizing a data communications network (with components both unique to the PARCS and shared with the City's administrative network) that will connect all devices, software modules and control workstations. All cabling and data communications devices shall comply with City standards referenced herein and in other sections of this RFP and technical performance specifications.
The parking access and revenue system will be fully integrated and encompass all revenue control devices, data processing, central control, and communications functions throughout the entire City's parking complex.
Items not specifically mentioned or addressed in these specifications that are necessary and integral for a new, complete, and operational PARCS as described herein, in the RFP and the System Definition Document (SDD), shall be provided by the Contractor at no additional cost and as approved by the City's project manager.

B. PROJECT MANAGEMENT AND CONTROLS

The successful Contractor will provide all labor, supervision, project coordination, materials, equipment, services and all other items necessary or proper for, or incidental to, designing, providing and installing a fully functional parking access and revenue control system (PARCS) with the exception to those items marked "provided by the City" elsewhere in this document, providing adequate spares, bench stock providing standard warranty and maintenance services, providing all required training, providing all required user system and maintenance documentation (manuals, plans, diagrams, licenses, etc.), and for a period of three years after the expiration of the standard warranty period of the PARCS, sell to the City for its requirements additional PARCS components in accordance with this specification and Contractor-submitted pricing schedules. The contractor will provide all of the extraneous (non-system related) concrete work such as curbing, back out lane area where applicable, and islands. All painting on the lots such as the pedestrian walk-way striping and the directional arrows will be provided by the City. The contractor shall provide all work necessary to install new islands as necessary for custom attendant booths, equipment mounting which includes all necessary conduits, pull boxes, wiring and related electrical work, system related concrete and trenching. The Contractor, through its appointed project manager and staff, will at a minimum be responsible for the following activities:

B1. Project Management

The Contractor shall propose a qualified project manager to serve as and be empowered to act as its representative in providing on-site project management services throughout the term of the contract. The Contractor shall provide written evidence of the project manager's qualifications and

the appointment of the project manager shall be subject to the City project manager's approval. The City's project manager shall, at his or her sole discretion, grant or deny such approval in writing within five business days. Should the City project manager withhold approval of the proposed project manager; the Contractor shall propose an alternate candidate within five business days of notification.

The Contractor's project manager shall be assigned to this installation and be on-site during all major installation activities. However, for short durations (less than ten calendar days), the Contractor may assign an equally-qualified substitute project manager to fulfill this requirement. If the Contractor requests to permanently change the project manager, this request must be submitted in writing for review and approval by the City's project manager. The City reserves the right to require a change in Contractor's project managers should the City's project manager, at his or her sole discretion, conclude that the Contractor's project manager has failed to be effective, responsive, or cooperative.

For the purposes of these specifications the term project management shall include but is not limited to oversight (monitoring and control) of all installation activities conducted by Contractor employees or subcontractors, coordinating with the City (and its agents, contractors, consultants and concessionaires) on all project-related matters, as well as, coordinating with other contractors working on projects located in adjacent or co-located work areas. The Contractor's project manager shall also be responsible for conducting project meetings (at least bi-weekly and always on-site), providing written minutes of such meetings, providing reports concerning significant events and all work done since the previous meeting and work to be conducted before the next meeting, as well as, providing phasing, scheduling, and system installation documentation or information (in written, graphical or oral format) as requested by the City's project manager and detailed in these specifications and RFP. Lastly, the Contractor's project manager shall be responsible for ensuring all deliverables required in these specifications are true and correct, delivered in a timely manner and updated as required by the City's project manager.

B2. Installation, Testing and Commission

The Contractor shall provide all necessary components for the proper and complete installation of the PARCS specified below, shall schedule and assist in the conduct of system testing and commissioning sessions, and shall provide completed checklists (as approved by the City's project manager) to properly document testing of the system for both substantial completion and final acceptance for each facility, each phase of the project and for the overall installation.

B3. Training & Support

The Contractor shall provide all training required in these specifications in a manner acceptable to the City's project manager. All training and demonstrations shall be overseen by the project manager and coordinated with the City's Parking Division so that there is minimal impact to on-going parking operations. The Contractor must be prepared to conduct training activities during off-peak hours to facilitate maximum participation and reduce staffing costs. The Contractor shall also provide the support functions specified below. These support requirements shall include but are not limited to warranty services, software updates, report development support, the sale of additional components during the standard warranty period and post warranty maintenance support.

B4. Incidental Electrical, Signage and Civil Work

The Contractor shall be responsible for completing all incidental work required for a fully functioning PARCS installation which includes but is not limited to electrical, signage and civil work. This work may involve minor modifications to key access points and circulation patterns within any given facility which meets all applicable codes and regulatory requirements. General plans, specifications and details of this additional Contractor provided work shall be included by contractor as an Attachment to the proposal.

B5. Other Administrative Notes

B5.1. Contractor Parking

The City shall provide the Contractor with parking for up to a maximum of five (5) Contractor or subcontractor vehicles at any one given time. The City shall also provide non-revenue access to delivery vehicles when equipment, consumables, construction waste or other cargo must be delivered to or removed from any revenue controlled work site.

B5.2. Security

The Contractor shall be solely responsible for the security of all equipment components, tools and other property it or its subcontractor chooses to bring on to City property. Until substantially complete the Contractor shall be also responsible for installed components of the PARCS.

The Contractor shall be solely responsible of the physical security of its employees, agents and subcontractors engaged in work on City property as a consequence of this project.

B5.3. Safety

The Contractor shall be solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility shall be promptly reported to the City's project manager. The Contractor must have in place appropriate safety plans, programs and procedures to ensure job safety is paramount.

The Contractor shall ensure that all workers assigned to this project whether employed directly or indirectly by the Contractor or its subcontractors are protected in accordance with all applicable local, state and federal workplace and occupational safety regulations.
The Contractor shall also refrain from creating work hazards for others individuals (such as parking management employees) legally authorized to be within or in proximity to the Contractor's work areas.

C. REQUIRED DELIVERABLES

The City shall require ten (10) business days to review all the test procedures and deliverables. Where corrections are necessary, they shall be made and submitted to the City for approval. A five (5) business day review and approval time shall be allocated for corrections to the deliverable documents. The Contractor shall provide to the City project manager, the following deliverables in a format to be approved by the City project manager:

C1. Project Schedule

Within fifteen (15) days of receiving Notice to Proceed, the Contractor shall develop and submit a detailed cost loaded project schedule, and schedule of values in a format approved by the City project manager for his or her approval. The schedule will be the key document in determining most financial aspects of the project's execution (payments, liquidated damage, incentives, etc.) The project schedule shall include, but is not limited to, an outline of the tasks that must be completed to satisfy all requirements contained in the RFP and contract documents, as well as, the names and responsibilities of all key participants involved in each task. The project schedule shall include completion dates for each task or subtask. The preliminary project schedule and milestones will be attached as part of the contract agreement. Tasks having shared responsibilities that may be outside of the Contractor's direct control or require City decision making shall be included (especially with regard to Phase 1) in the Contractor-provided schedule and the City project manager will assist the Contractor in procuring the necessary information. The project schedule shall be organized by phase or sub phase (corresponding to a parking facility) and shall include milestones (action and date) for each facility and a level of detail down to the individual lane in each facility. If the Contractor requests to run phases or sub-phases concurrently the Contractor shall provide for separate tracking (to the lane level) for the multiple tasks in process.

The Contractor shall provide overall operational completion dates for each phase or sub-phase. The Contractor's failure to meet the milestone dates for the individual phase or sub-phase completion dates shall invoke liquidated damages.

The Contractor's project manager shall be responsible for maintaining the schedule for the duration of the project (with regular updates as required by the City project manager) and will inform the City project manager of significant foreseeable changes to the schedule at least two weeks before the expected event is to take place. Unforeseen changes shall be reported immediately upon discovery. In the event of such a delay the Contractor's project manager shall be responsible for identifying and proposing methods to get the project back on schedule (or to expedite the schedule) and for making appropriate changes to the schedule, as approved by the City project manager. The Contractor's project manager shall also be responsible for communicating any schedule changes (through channels or methods approved by the City project manager) to all parties that may be impacted by the change.

The Project Schedule shall be an integral part of the Contractor's Project Execution Plan (see below) and shall make reference to the major milestones of any other City projects that impact or will be impacted by the System implementation. In regard to the other City-controlled projects, a Risk Management Plan (see below), to be approved by the City project manager and in a format acceptable to the City project manager, shall be provided by the Contractor with the Project Schedule. The Project Schedule shall also be consistent with other components of the Project Execution Plan (Testing Plan, Transition Plan, etc.)

C2. Civil and Electrical Design Documentation

Upon issuing Notice to Proceed, the City project manager will schedule a meeting (on site) with the Contractor in order to review the Civil, Concrete, Signage and Electrical Design Documentation to be submitted by the Contractor. The electrical sub-consultants and electrical subcontractors shall attend. The Contractor shall be prepared to provide detailed information of the physical requirements of the System, how they will be implemented for this installation and the anticipated impact this implementation will have on the City's infrastructure and operations. All electrical and civil design submittals and accompanying shop drawings shall be stamped by a professional electrical or civil engineer registered in the State of New Mexico. The Contractor shall place special emphasis on detailed information for items that might impact the successful completion of Phase 1. Such information and details will include as a minimum the following items:

a) Modifications to existing islands and dimensions of new islands.
b) Replacement and relocation of existing parking attendant booths as appropriate.
c) Data communications and power requirements and work to be accomplished.
d) Requirements to access other areas or facilities to complete necessary work.
e) Pay-on-Foot (POF) device locations.
f) Location and requirements for VMS parking space count system, LED signage, detector loops and components.
g) Location and requirements for red/green status lights at entry and exit lanes.
h) Relevant product cut-sheets not provided with Proposal
i) Temporary power and back-up generator requirements and arrangements
j) Outage notification plans and programs
k) Required environmental or other mitigation plans (such as storm water mgmt., etc.)
l) Planned road or lane closures and traffic mitigating control plans

The Contractor shall summarize their input along with any related City comments and provide a written document memorializing the discussion. Prior to commencing Phase 1 the Contractor shall provide detailed drawings, schematics and descriptions of the items and actions listed above for review and approval by the City project manager.

C3. Project Execution Plan

Within fifteen (15) days of Notice to Proceed, the Contractor shall submit and maintain a project execution plan for approval by the City project manager in a format to be approved by the City project manager. This Project Execution Plan shall detail the equipment, methods, and procedures used to complete the work under the subject Contract and shall include, but not be limited to, the following components:

C3.1. System Transition Plan

As part of the Project Execution Plan the Contractor shall deliver a System Transition Plan for the approval of the City project manager. This document shall detail how the impact to on-going parking operations will be minimized during the system transition period. The System Transition Plan shall include a detailed narrative on how the Contractor plans to insure proper traffic flow and throughput capacity at each facility and at each plaza during each installation phase and accompanying traffic control plans. The plan shall clearly detail the expected roles of the various stakeholders (the City, the parking management company, etc.) in maintaining the highest level of customer service possible. As with all components of the Project Execution Plan, the plan shall be delivered with said document and subject to the City's review and approval process. The City project manager shall have the authority to direct the Contractor to make any appropriate changes. The Contractor shall be responsible for maintaining the plan's content. The System Transition Plan shall be used in other portions of the Project Execution Plan and the Project Schedule.

C3.2. Configuration Management Plan

The Contractor shall provide and maintain a Configuration Management Plan to identify, coordinate, control, and track the change and evolution in versions or configuration of system components or deliverables such as hardware, firmware, software, network, report formats and manuals. The Configuration Management Plan shall be submitted as an integral part of the Project Execution Plan and shall be subject to the same City review and approval process. At all times during the installation the Contractor shall ensure the Configuration Management Plan is accurate and up-to-date. At any time during the installation the City project manager may request that the Contractor's project manager conduct a comprehensive review of the plan's components and revalidate its accuracy.

C3.3. Testing Plan

As part of the Project Execution Plan the Contractor shall submit to the City project manager (in an approved format) a comprehensive Testing Plan that explains in detail how the PARCS components and overall system will be tested for compliance with these specifications. The Testing Plan shall comply with the general guidelines set forth in this document and shall be designed to test all the functionalities provided for in this technical specifications. At a minimum the plan shall initially include a narrative of testing philosophy, procedures and documents to be used. The Testing Plan shall have separate sections for testing during each phase and sub-phase, as well as, an overall final system test. Each section may include appropriate testing goals, descriptive narratives, test scripts and checklists that conform to the requirements of these technical specifications. The plan shall also include graphics (tables, charts, etc.) that will allow the City project manager to easily correlate the testing to individual functionalities. The Testing Plan may be maintained and modified as requested by the City project manager. Copies all applicable testing documentation shall be later added to the plan so it may serve a single resource for all testing documentation.

C3.4. Training Plan

Within fifteen (15) days of receiving Notice to Proceed and as a part of the Project Execution Plan, the Contractor shall deliver a Training Plan that contains a comprehensive discussion on how training will be conducted, evaluated and documented by the Contractor. The Contractor shall provide all necessary training required for the proper operation, maintenance and control of all System functions. The Contractor shall also detail how it will provide training on any third-party software it may choose to provide with the system. In the plan, the Contractor shall describe how

it will document training (at the Contractor's own expense) via the use of DVD, PowerPoint or other media so that the City may use the product for its future training needs. At a minimum the plan shall include samples of training outlines or curricula (to include class content and contact hours), recommended initial or recurring training requirements for each position listed in the specifications, samples of training documents or presentations, evidence of correlation between the training curricula and required manuals, and qualifications of proposed training staff.

C3.5. Risk Management Plan

Also as part of the Project Execution Plan, the Contractor shall provide a Risk Management Plan that enumerates potential risks to successful project completion and recommended counter measures to overcome them. The nomenclature used in the Risk Management Plan shall be consistent with the terminology used with the Project Schedule and other deliverables. The Contractor shall detail contingency measures it plans to adopt should such problems occur. The Contractor must show evidence it has pre-coordinated these contingency plans to the extent possible and has identified all required resources. The City project manager shall have the same review and approval authority over the Risk Management Plan as the Project Execution Plan.

C4. System Definition Document (SDD)

The Contractor shall submit a System Definition Document (SDD) for approval by the City project manager (in a format to be approved by said project manager) within thirty (30) days of Notice to Proceed. The SDD shall provide detailed descriptions of the philosophy, process and components the Contractor plans to provide in order to deliver a system that satisfies the requirements of these specifications. At a minimum the document shall contain written and graphic information detailing the organization of the component parts of the entire PARCS to include all functional software, hardware, and firmware modules, subsystems, interfaces or components, as well as, all reports, and other required system documentation. The SDD definition shall also discuss the service components (maintenance, training, etc.) required under these specifications.

The Contractor shall place particular emphasis on methods it will employ to implement functionalities such as non-revenue employee parking card processing, value-added (declining balance) card processing, non-revenue card processing, and automatic vehicle identification (AVI) processing, a comprehensive validation system, the License Plate Recognition (LPR) system, frequent parker programs, the Internet Parking Reservation Program, etc.

The document shall also detail, by the use of narrative descriptions, equipment specifications, drawing or diagrams, the system's network architecture, the methods to be employed for revenue reconciliation, special audit features, system reliability, redundancy and recovery features (for the overall system and system data) and any other relevant details including information the Contractor may have already included in other submittals.

The SDD shall be considered a 'living document' and shall be updated by the Contractor as the installation progresses. The City project manager shall review and approve all components of the document and no component or functionality may be installed unless it has first been included in the SDD and approved by the City's project manager.

C5. Recommended Spare Parts and Consumable Lists (with Pricing)

C5.1. List of Recommended Spare Parts and Five-year Price Schedule

The Contractor shall provide a document detailing required or recommended stocks of spare parts, components and subcomponents. At a minimum, the list should contain devices, components, and subcomponents so that there is at least one (1) complete device or ten per cent (10%) redundancy for each specific type of entry, exit, fee computer or pay-on-foot PARCS device. Computer hardware and software spares will be established separately by the City and will not be included in the ten percent (10%) guidelines. Additional guidelines on spare parts requirements are provided below.

The Contractor shall also provide set unit pricing for each type of device and component on spares list submitted by Contractor as an attachment to the Proposal. Pricing shall be listed by year for each of the five (5) years after the standard warranty expiration date. The pricing for the initial installation or the initial year (whichever is less) shall be used for any additional devices (in addition to those required below) purchased during the installation phase (prior to final acceptance or the end of the Contract whichever is later).

C5.2. List of Recommended Consumables and Price Lists

The Contractor shall provide a price list for all consumable items with pricing valid for one year after Notice to Proceed. Where possible the Contractor shall provide alternate sources of approved consumable items and certify that use of these items will not void any written or implied warranty.

C6. Demonstration Software

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide demonstration software (along with all necessary equipment) for all applications and interfaces that will be used to operate the System. This demonstration software shall simulate user interaction with the various components of the System. At a minimum the software package shall demonstrate user interaction with all field devices (Entry and Exit Lane Devices, Pay-on-Foot Devices and Special Purpose Fee Computers) and interaction with the facility management software system, to include but not limited to control of field devices, manipulation of the parking space count system, use of the system reports menus, use of the license plate recognition (LPR) subsystem, and the operation and control of all other software modules identified below.

C7. Sample Reports

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide a representative sample of each report it plans to provide in response to the reporting provisions contained in these technical specifications. The City project manager shall review and approve this deliverable product in accordance with the guidelines for all other deliverables. The City project manager may ask to Contractor to validate whether a report meets the specification requirement and may request changes in formatting or presentation. An acceptable method of delivering this product would be to integrate it with the demonstration software deliverable.

C8. Maintenance Plan

Within fifteen (15) days of Notice to Proceed the Contractor shall provide a Maintenance Plan for review and approval by the City project manager. Maintenance Plan shall include discussions regarding the maintenance services to be provided by the Contractor during the installation and warranty period. The Contractor shall detail how it will provide these services on a non-interference basis with on-going installation activities. The Contractor shall also detail how it plans to train and interface with the City's parking revenue control system technician. The Maintenance Plan will also differentiate between the Contractor's responsibilities during the warranty period and the Contractor's involvement after the warranty period. The plan shall also draw distinctions between which services shall be considered warranty repairs and which service shall be considered routine maintenance.

Contractor shall maintain all systems and equipment provided under contract from system start-up to Final Acceptance. Contractor shall perform emergency repairs due to defective equipment, materials or workmanship, which are required to prevent damage to adjacent property or injury to persons, at Contractor's sole expense, as soon as practicable, upon notification by City. Maintenance, and support services after Final Acceptance shall be part of the base 1- year warranty.

As an optional key component of the plan, the Contractor shall include a proposal for providing contracted maintenance support services with pricing for three years after the end of the warranty period. The proposal shall be based on scope of services in section 1.17 Technical Support and Maintenance Requirements but the final scope is to be negotiated by the two parties. The plan

may provide recommended coverage and staffing options designed to meet the specific needs of the installed system if these differ from those provided for below. The City project manager shall review the contents of the plan and if necessary, request that the Contractor make corrections or clarifications. The particulars of maintenance service agreement proposal shall be negotiated separately if accepted by the City.

D. EXISTING CONDITIONS

D1. Project Site Conditions and Work Locations (Parking Facilities)

During the last Fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three parking garages and one surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Convention Center	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	1

D1.1. Convention Center Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

D1.2. Sandoval Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

D1.3. Railyard Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

D1.4. Water Street Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and used for daily, hourly, monthly and pre-paid parking.

D2. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

E. PROJECT PHASING

E1. Phase One (1)

The project shall commence with a test bed installation at the Railyard Parking Garage. This facility is currently used for public and City employee parking. Once the lane devices and any network or communications infrastructure and all incidental work to ensure a fully functional PARCS_system has been installed and tested to the City's satisfaction, the remainder of the project may continue. The Contractor shall install a network switch controlling the devices in this facility and providing connectivity to the central server(s) to be located in the City's network operations center. The Contractor shall also deliver the required spare network switch at the conclusion of Phase 1. All networking installation tasks shall be conducted under the guidance of the City's network management staff. This connectivity to the central system server shall be accomplished via a fiber optic connection or other method approved by the City's Information Technology Officer.

During and after installation, the Contractor shall ensure the maintenance of positive revenue control. The reporting of existing devices to the central server(s) shall not be impacted adversely by the installation of the new devices. The failure of the Contractor to reach substantial completion (in accordance with the approved testing plan) within the allotted period of time may lead, at the sole discretion of the City, to the imposition of liquidated damages. The Railyard Garage Full Functionality including LPR shall be completed within or before thirty (30) calendar days from the date the contract is signed. It is understood that the recognition capability of the LPR system will reach 95% accuracy by the end of the Railyard Garage installation. Full recognition capability (99%) will be reached by the end of Phase 2.

In addition to the installation of all PARCS devices the Contractor shall, at no additional cost to the City, supply all labor, services, personnel, and equipment, necessary to provide a fully functional parking space count system with individual floor status dynamic signage. The Contractor shall also provide a dynamic space availability sign at the garage entrance to convey parking vacancy information (from the count system) to public parking patrons prior to entering the parking garage structure.

E2. Project Phase Two (2)

The second phase of the project shall only commence when the Railyard (Phase 1) Facility Test is successfully completed and when the City has decided to proceed with the remainder of the installation. However, at the City Project Manager's sole discretion the Phase 2 work may be authorized to begin.

The second phase shall be subdivided into several sub-phases (one for each remaining garage). However, at the sole discretion and approval of the City's Project Manager the other sub phases may be conducted concurrently with each other. During the last sub-phases of Phase 2 the Contractor shall continue to install the requisite components in each of the public parking facilities and the devices and components in these facilities shall be connected to the central server or group of servers as appropriate to achieve full PARCS functionality. The installation of the PARCS shall run concurrently with the existing revenue control systems without any impact on the City's parking operations.

Concurrent with the installation of lane devices the Contractor shall install workstation/s in the appropriate locations as identified by the City. Such installations shall be conducted under the supervision of City personnel and comply with both these specifications and the applicable City

standards. In accordance with the Testing Plan, the Contractor shall demonstrate that all transaction data elements from all devices (including LPR data) will be captured by the Contractor's FMS and that the City can exercise proper control and monitoring of the devices in each facility. The system data and the control and monitoring functionality shall be available to the authorized users in virtual real time via a Windows-based GUI available from any workstation on the PARCS network or the City's administrative network. Use of the FMS software shall not degrade the operation of other applications resident on the workstation nor prevent the user from using more than one application at a given time.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in turn would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the

City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non- proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS

communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (10) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of

software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document. It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, the City's cashiering and financial system, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.

Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If' analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for designated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. The Contractor shall include a full description of the design and function of this module in the System Definition Document.

F5.5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5.6. Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality

including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5.7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or magnetic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability designed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. AVI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options. The LPR process control module shall assist in the capture, processing and matching of LPR images.

F5.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

F5.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

F5.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow

access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

F5.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

F5.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and

store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's design shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parking entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED sign for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information signs and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and design to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt

printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements. "Red/Green lane status signs shall convey lane status information such as, whether the lane is open or closed. Where appropriate these signs shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED signs and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the sign or to the device controlling it. Certain device malfunctions shall result in an automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED sign proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron

Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable of receiving input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be designed so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge. Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

F8.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the magnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction information, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

F8.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.

The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SDD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe configuration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required configuration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15 seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be configured in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be configurable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).

The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: "*PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD*" or similar patron instructions as approved by the City and to be placed in accordance with the City's guidelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distinguish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1. Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.
Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through

unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media format) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when configured for public patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine

hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be configurable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data. Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9.6. Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9.7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

F10. Special Purpose Fee Computers

F10.1. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly configured workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

F11.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets if left in the POF after a user-defined timeout period.
Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

F11.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

F11.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's Chief Information Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems

operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be configured in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server

system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software configuration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, configure, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch configurations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.

All network switch installations and configurations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.1. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and configure one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

F18.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G. REPORTS AND REPORTING CAPABILITIES

G1. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF **or** CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If" analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue information in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-

designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.6. Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices / components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the report package).

G3.7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees). This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report designed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report designed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H. REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System

Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H1.1. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane configurations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be configured in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall be routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be configured so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

H1.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no foreign object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

LPR Task	Requirement
Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

***Note**: During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

H1.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

H1.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

H1.5. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

H1.5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

H1.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

H1.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or attempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

H1.7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

H1.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or levels of all public parking

facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.

It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count signage, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem design features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count signs associated with the Parking Space Count Subsystem. These signs shall include 'monument' or 'scoreboard' signs at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status signs for each area, floor or level to be controlled by the subsystem. All signs provided as a part of the Parking Space Count System shall

meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for signage of this type. At a minimum, signs shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of signage submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project. The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation subsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

H5.1. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program. The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must

include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

I. SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one

sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be designed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be designed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

I1. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

I2. Accuracy Standards for Devices and Data

Ticket processing or Magnetic-stripe reader devices will have a ticket read or card read accuracy rate of 99.999% (assuming all unreadable (mutilated, blank or foreign) tickets or damaged cards are excluded).

Fee calculation accuracy for all devices that perform fee calculations will be 100% (assuming complete entry and exit information is available).
Data transfer (data received, validated and accepted by the FMS from devices or subsystems) accuracy will be 99.999%.

Transaction count accuracy for each device (transactions processed compared to transactions posted to the FMS system journal or event log) shall be 99.999% for all lane devices and POF devices.

Exception count accuracy shall be 99.999% (exceptions noted at the device compared to exceptions reported to the FMS).

Revenue amount accuracy shall be 99.999% (amounts calculated at the device, and where appropriate posted to a local audit trail, compared to amounts posted to the FMS system journal or event log). Revenue reconciliation and data transfer for credit card or AVI transactions shall also be 99.999% accurate (assuming all source data is complete and communications devices operate nominally).

License Plate Inventory (LPI) handheld device accuracy shall be 99.999% (plates entered compared to plates transferred to the LPI database).

LPI database match accuracy shall be 99.999% (assuming correct cashier and LP inventory input).

License Plate Recognition (LPR) will capture and accurately decode all characters on no less than 99% of all license plates, and accurately decode 95% of captured license plates at n-2 characters. That is to say 95% of plate captures shall have no more than two misread characters for all legible plates, excluding half height, encroached and obstructed characters. License Plate Recognition

(LPR) match rate shall also be no less than 99% after a validation process is applied (manual processing). Additional LPR standards and requirements may be found in the LPR subsystem discussion in Section 1.8 above.

Parking space counts for any individual area, floor, or lot shall be no less than 98% accurate (FMS display count compared to manual or LPI count). Counts for an entire facility shall by 99% accurate provided the system is reset on a nightly basis.

FMS system event log or journal reporting accuracy will be 99.999% (information stored in the system journal compared to information posted to system reports).

All credit/debit cards will be processed within an average of four (4) seconds from the time data entry is completed. However, it is understood that the processing time measured at the time the credit card is inserted and response from the clearing house is received, is dependant upon the network and communication link which is used for processing and relies on the clearing house provider.

I3. Additional Accountability Measures

For accountability purposes, the Contractor shall design the System to maintain no less than three separate count processes. These count processes shall be monitored by the FMS and be available in appropriate transaction reports. Lane Counters shall be used and shall be incremented whenever a vehicle is detected passing the detectors in proper sequence. A separate transaction counter shall be maintained that will be incremented each time a transaction been completed. Each device collocated in a single lane shall be capable of maintaining and report separate transaction counts. This count requirement shall also apply to PARCS devices not located in entry or exit lanes. Each barrier gate shall also have internal count capabilities to increment the count by one when the barrier gate arm lowers to the closed position. All counters shall be non-resettable and shall report the counts locally and the FMS. The Contractor may also be asked to provide mechanical counters in each gate to server as a cross check with the electronic count.

J. MODES OF OPERATION – NORMAL TRANSACTION PROCESSES

The PARCS will allow access to the controlled parking facilities to the various types of authorized users in the proper sequence of events. Failure of the patron to follow the prescribed sequence of events shall cause an appropriate response from the PARCS (ranging from system alarm to device disablement). The various types of non-normal or Exception Transactions required for this system are detailed in the next section. All public parking transactions (except Valet) shall commence with a License Plate Recognition (LPR) verification process. Non-public transactions shall not include this process and lane devices and the FMS software shall allow for this different processing mode The types of users include public parking patrons (using ticket-based, credit card in/out, prepaid AVI processes) and service vehicles or employee parking patrons (using validations, prepaid cards, non-revenue access cards or AVI media).

J1. Ticket-based Public Parking Normal Sequence of Events:

This process is envisioned as the most common sequence of events including the majority of short-term and long-term parking transactions.

At entry, the patron shall be issued a magnetically encoded, "credit-card" size and human-readable ticket upon depressing the appropriate button on the face of the entry lane ticket device. In no instance shall a ticket be issued by the ticket issuing device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device).

Once the ticket is removed from the throat of the entry lane device, the device will issue an "open" command to raise the barrier gate in that lane. The entry lane device will be disabled (unable to issue another valid ticket) until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close

automatically. In all cases, the LPR subsystem shall record the entry license plate information (post-capture is acceptable) and associate this data with the ticket information. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. Once the vehicle enters the facility and the barrier gate is lowered the entry lane device will be reset and be available for use.

At exit, the patron may process the issued ticket in several ways. In all cases the LPR subsystem shall perform a license plate image capture and match it to system's license plate information. The patron may surrender the ticket to an attendant for processing by a cashier, the patron could insert the ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit card out), the patron could insert a validated ticket issued by a pay-on-foot device (as defined below) or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). In all instances the patron will be provided information (using a fee display or video terminal) on the fee amount owed before and after any validations or discounts. The ticket shall be marked in a manner to make it unusable within the PARCS and retained within the device. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been collected (to include any lag time violation amount) and a receipt issued (if required) the barrier gate will vend disabling all transaction processing equipment located in that lane. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than a device attended by a cashier) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active.

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any System workstation with access to the FMS software. The data includes, but is not limited to, transaction type entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment tender type (cash, credit/debit card, etc.), device identification number, and lot or facility identifier (name, number and/or code). Entry and exit devices (or lane controllers) shall also be able to update other modules or subsystems (such as the parking space count system) and to report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.).

J2. AVI-based Public Parking Normal Sequence of Events

This process shall be used in order to implement special functionalities such as the prepaid parking, employee discounts, commercial ground transportation processing.
At entry, the appropriate access-media reader will detect the presence of an authorized user. The reader devices used may include radio frequency (RF) antennas designed to detect transponders, or may be the same entry terminal described in the section above which may also be used to accept and process ISO-compliant, magnetic stripe and or barcode non-revenue, frequent parker, or value-added cards.

"Anti-passback" refers to a system by which the device or FMS tracks the location of a particular vehicle by tracking whether the associated user access media is currently in or out of the system. The anti-passback feature shall be user settable to allow transactions to proceed (soft lock) or not

allow the transaction to proceed (hard lock) if a violation occurs. Any transaction shall be said to be in sequence if the access media read is noted in the system as being eligible for ingress or egress. In the hard lock mode access media coded as 'in' shall not be allowed access and those coded as being 'out' shall not be allowed to exit.
Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify the anti-passback status of the user and if valid, issue an "open" command to the barrier gate. The license plate recognition (LPR) subsystem shall capture and record the license plate information for each transaction and associate said information with the transaction sequence number assigned by the AVI device. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the appropriate access-media reader would again detect the presence of an authorized user. Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify anti-passback status, capture and match the LPR data and if all information is correct, issue an "open" command to the barrier gate. However, in the unlikely event that such credential used at exit was used at entry in an offline mode the status (present or not present) of this credential could not be checked when both devices (entry and exit) have not been online between the entry date and time and the exit date and time, All other lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to an attended lane or assist in processing the transaction. Once the vehicle exits the facility and the barrier gate is lowered the lane devices and readers shall be reset and be available for use.
All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in real time at any workstation with access to the FMS software.

The data includes, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system) and report system exceptions (vehicle "back out", bad reads, broken gate arm, etc.).
A billing module provided by the Contractor may be used to calculate fees owed by an authorized user or group of users and generate invoices as required. Additionally, transactions involving processing by a third party may be reported via the appropriate clearinghouse interface in real-time or in batch (as agreed by the parties involved). This functionality need not be active until such time as the City makes appropriate arrangements with the agencies involved. This functionality needs to be discussed and defined between the contractor and the City before any interface development can commence.

The system will also maintain a server-based anti-pass back capability to deter the use of one access media for multiple entries or exits. Business rules, determined by the City, and

programmed into the system will determine what action is taken for incomplete transactions (where the entry or exit transaction data is not available). An FMS workstation user with proper security access shall have the capability of resetting the anti-passback status of a particular user via suitable interface. Such resetting may occur as result of newly issued access media or system malfunctions and shall be noted by an appropriate entry in the System Event Log or Journal.

J3. AVI-based Non-Public Parking Sequence of Operations

Non-public parking patrons will include service or public safety vehicles, City employees and City tenant employees with access to parking facilities. At entry, access to the parking facilities (including public and non-public) would be similar to that for public parking users except that fees calculation may differ. While a transponder-based system may be used in this application the City would prefer a proximity cards solution. Transaction will either be non-revenue for service and City vehicles, and prepaid flat fee or declining balance for City and tenant employees.

At exit, the processing of non-public transactions will again be similar to public transactions. Business rules, determined by the City and programmed into the system (field programmable), would allow for different actions for different types of exception transactions and different types of users. An exception transaction is one that does not follow the normal sequence of events. Exit may be allowed automatically for service vehicles (especially emergency vehicles) without the need for attendant intervention. The exception process parameters for the different types of users should be a group function common to all cards or records of a particular type (emergency, employee, service, etc.).

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any workstation with access to the FMS software. The data may include, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system or billing module) and report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.). As noted above, exception transactions may be treated differently for service vehicles and prepaid City employee patrons. All such exception transaction shall be immediately reported to the FMS even if egress is granted automatically.

J4. Credit/Debit Card-based Transactions Sequence of Events

This process shall allow the implementation of express, self-service, ticketless public parking using LPR functionality as the main accountability and anti-fraud tool.

The patron shall insert an approved ISO-compliant credit/debit card into the reader on the face of the entry lane ticket device. The entry lane device shall only accept the card when the arming traffic loop detector senses the presence of a vehicle (in the proper sequence). In no instance shall a credit/debit card be accepted by the entry lane device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device). The reader in the entry lane device shall read the information on the magnetic stripe and or barcode and check the validity of the card in virtual real-time. All credit/debit card validity checks shall be on-line unless there is a loss of network communications in which case off-line validity checks will suffice until network communications have been reestablished. Upon verifying the patron card account (either on-line or off-line) the reader (or a lane controller) will issue an "open" command to the barrier gate. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position.

Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the entry lane device

and alert an attendant so assistance may be provided. If the reader should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the patron may use a credit/debit card in one of two ways. The patron may surrender a credit/debit card to an attendant for processing by a Cashier Terminal, or the patron could insert a ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit/debit card out), Alternatively the patron could insert a validated ticket issued by a pay-on-foot device or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). Lastly, the patron could insert a valid credit/debit card (either the same card used at entry or another valid card) into the exit reader for processing.

In all instances, the patron will be given information (using a fee display or video terminal) on the fee amount owed. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been charged (to include any grace period or lag time violation amount) the barrier gate will vend or open disabling all transaction processing equipment located in that lane. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than an attended Cashier Terminal) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device.

When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active. Also see Section 1.8.4, Credit/Debit Card Processing Subsystem for additional technical details.

J5. Valet Parking Transactions Sequence of Events

The City has not yet determined how it will implement Valet parking functionality within the new PARCS. The process outlined below illustrates the current sequence of events. The Contractor shall propose Valet functionality that shall be capable of processing these types of transactions and are also encouraged to suggest alternate and improved processing functionality.

Valet parking patrons enter the Domestic parking garage at a special entry lane on Level 4. This lane is uncontrolled and does not have the typical layout and controls (loops, detectors, etc.) found in other public parking entry lanes in this or other facilities. Patrons turn over vehicle keys to the Valet attendant who in turns conducts and documents a brief vehicle inspection. The attendant confirms the results of the inspection with the patron then provides the patron a claim ticket and pickup instructions. Upon assuming control of the vehicle the patron is shuttled to the appropriate terminal and a system parking ticket is manually generated using a Fee Computer (no Ticket Issuing Machine is installed).

Upon returning to the City, patrons are be shuttled back to the Valet parking facility. Vehicle keys are retrieved and delivered and parking fees are calculated using the same Fee Computer used to generate the ticket.

The patron then exits via an uncontrolled exit (not configured like a typical exit lane).

K. EXCEPTION TRANSACTIONS

Exception transactions shall be defined as all transactions that do not conform to the normal sequence of events at entry or exit. The Contractor shall provide a System with the functionality to properly identify track and react to such exception transactions subject to the approval of the City project manager.
The Contractor shall provide the process of handling each exception transaction in the System Definition Document. The City may require supervisory intervention before processing any exception transaction at a lane. This shall be a field-settable user option that may be implemented globally for each type transaction through the System's facility management software. Appropriate visual and audible alerts shall be generated at all workstations.

The System shall be capable of generating appropriate report detailing exception transaction data for a user-defined period either automatically or on demand. All exception transaction information (including LPR details and images) shall be retained in the System for reporting purposes. Furthermore, the System shall be able to identify certain repeated exception transactions (Lost Ticket, Swapped Ticket, Insufficient Funds) as instances of abuse and use the System LPR functionality to generate alerts or other appropriate action when the flagged vehicle attempts to enter or exit any parking facility.
At a minimum, the System shall be capable of handling the following exception transactions:

K1. Lost Tickets

A lost ticket exception occurs when a patron arrives at an exit lane and informs the parking management company by using the intercom that he or she has lost the parking ticket, the System shall be capable of automatically verifying the vehicle's license plate using the System's LPR functionality shall be used to process the transaction at the exit device to calculate the parking fee due. If the LPR subsystem is unable to automatically match the license plate information, the LPR subsystem shall provide no more than two options for an attendant to review. Regardless how the transaction is processed, lost tickets shall be rendered unusable (only if a license plate match was found) in the System. If no matches are available, it shall be possible to process the transaction in whatever manner is appropriate for the City (i.e., charge a standard lost-ticket rate). It is the City's desire that Contractor's propose solutions that will allow the processing lost tickets at unattended lanes and for processing tickets lost after fees have been paid at a POF.

K2. Insufficient Funds

An insufficient funds exception occurs when a parking patron is unable to pay upon exit. The System shall allow collection of patron information such as name, address, vehicle, etc. in order to facilitate collection efforts. The System shall be capable of maintaining a password-protected log of patron identification data and collection actions (such as demand letters sent, waived fees or legal action taken which is not generated by the PARCS system) using data provided by the parking management operator. The System shall allow any authorized user to maintain this database and shall record all access and changes to the database in the System Event Log or Journal. This option is not an automatic PARCS function, but rather, at City's sole discretion is available to be activated by master password control.

K3. Invalid Tickets

An invalid ticket occurs when parking patron arrives at an entry lane removes the ticket generated by entry lane device then departs without entering the facility. Through the use of LPR functionality the System shall allow the parking management company to differentiate between actual invalid tickets and those caused by loop errors. When an invalid ticket condition is detected by the entry lane device it shall report the exception throughout the System. The System shall render the ticket unusable at any System device.

K4. Back outs (At Entry)

A back out occurs when a patron attempts to enter the facility, fails to remove the ticket issued by the entry lane device, and then backs his or her vehicle out of the lane. System will have the functionality to identify and track these events as well as automatically retract the ticket and void

the ticket once the vehicle is no longer detected. The time period elapsed before the ticket is retracted by the entry lane device shall be user definable and field-settable. Retracted tickets shall be captured in a bin internal to the entry lane device for later collection. Once the ticket has been retracted the entry lane device shall notify the System and reset itself. An appropriate entry shall be made in the System's Event Log or Journal.

K5. Unreadable (Mutilated, Blank, or Foreign) Tickets

The system shall deem a ticket unreadable if the magnetic stripe and or barcode cannot be decoded by the exit lane device. LPR functionality shall be used to determine the appropriate parking fee at exit. In the case of an unreadable ticket in an express exit lane the parking patron shall activate the intercom and contact the parking office. The supervisor would be able at a workstation to look up the transaction based on the LPR information and remotely process the exit transaction. This functionality requires that both units: the exit device and the workstation are online. In the case of POF transactions the patron shall be directed to the nearest attendant. The process of handling these exception transactions shall be discussed within the System Definition Document. It is the City's desire that Contractors propose solutions that will allow the processing unreadable tickets at unattended lanes.

K6. Swapped Ticket

A swapped ticket occurs when the entry information on the ticket presented by a patron does not match the LPR data associated with that ticket in the System. LPR functionality shall be used to determine the correct parking fee. The process of handling swapped ticket transactions shall be discussed within the System Definition Document.

K7. Cancelled Transaction

A cancelled Transaction can occur in several different ways. At entry, the patron may insert his or her credit/debit card into the entry lane device and then decide not to enter the facility. In this case the system shall cancel the credit/debit transaction. At exit, the patron may similarly decide to back out of the exit lane after inserting a ticket or credit/debit, pressing a cancel button, or failing to confirm a charge amount. In this case the ticket shall be returned to the patron and may be reused at a later time or the credit/debit process will be aborted. The process of handling cancelled transactions shall be discussed within the System Definition Document.

L. PROJECT EXECUTION

L1. Equipment Delivery and Storage

The Contractor shall not ship any system components without the prior written approval of the City project manager. The City, at its sole discretion, may require the Contractor to demonstrate the efficacy of the proposed system by means of a limited factory test. This test shall be conducted in accordance with a testing requirements and performance standards contained in these technical specifications. Neither the City nor its agent(s) shall accept delivery of any system components until such time as the particular component has been finally accepted in accordance with the provisions of Section 1.13 below. The Contractor shall be solely responsible for the care, custody and control of all system components, installed or otherwise, until such time as final acceptance for each phase has been achieved.

The Contractor shall be responsible for securing long-term storage unless the City project manager determines it is the best interest of the City to provide such storage. For those items that will be installed immediately upon delivery, shipment directly to the City work site is acceptable but all other equipment shall be delivered to the authorized storage site. Equipment or materials not actively being installed shall not be housed at the City for extended periods. The Contractor shall coordinate with the City an acceptable arrangement for short-term storage of items at the City.

The City shall make reasonable efforts to provide suitable short-term (60-day) storage or staging space that may be reasonably required, for the system components required by these specifications and the Contractor's System Definition documentation.

L2. Removal and Disposal of Existing Equipment & Components

L2.1. Removal

The Contractor shall be responsible for removal of all existing field devices or subsystem components that are uninstalled or otherwise not reused in the course of the installation. Unless otherwise directed by the City's project manager, the Contractor shall also remove any temporary equipment installations and ancillary installed elements (signs, barricades, etc.) that may be required for safety, security or patron information, in order to comply with the provisions of these specifications and the Contractor's system design. The City's project manager shall provide final guidance on items (such as inductive loops) that may be abandoned in place. All areas where items have been removed will be restored to their original condition (by way of patching, painting, or other measures) or to a condition suitable for safe use by the public and befitting the appearance standards of the City. The City project manager shall provide additional guidance on such restoration actions.

L2.2. Disposal

The Contractor shall deliver all removed field devices or subsystem components in a manner that conforms with applicable federal, state, or local law, regulations, ordinances and guidelines concerning safety, the environment or other such applicable provisions to a location or locations (on City property) to be identified by the City project manager. The City shall retain ownership of all equipment to be disposed and the cost of such relocation will be included in the Contractor's pricing. No disposal actions shall be taken without the prior notification (at least three business days prior) of the City project manager.

The Contractor shall be responsible for identifying, clearly marking and otherwise render safe any hazardous materials that may require special disposal procedures. Should off-site disposal of hazardous materials be required the Contractor shall propose the appropriate method of disposal for review by City project manager. The City's project manager shall make a final determination and shall instruct the Contractor the manner of disposal. Such specialized disposal procedures shall be deemed additional work and the City's project manager shall make the final determination on whether the item or items are disposed by the Contractor, or by another party.

The City shall retain the right to determine which equipment devices or components it desires to retain and the Contractor shall at no additional cost segregate such items and relocate them to an appropriate on-City location as determined by the City project manager. The Contractor shall notify the City project manager at least seventy-two (72) hours before equipment is removed from the field and disposed of, thus allowing the City an option to salvage components from the existing system.

During the transition period and while the existing system is still operational the Contractor shall ensure that any removal or disposal actions recommended or taken will not adversely impact the proper operation of the existing system

L3. Installation Requirements

All components installed in exterior locations shall be contained in housings appropriate for operation in environmental extremes common in the area of San Francisco International City. Components installed in cashier booths or other interior/exterior locations shall also be suitably protected for operation in these structures.

Environmentally sensitive electronic equipment designed to operate in conditioned spaces shall be placed in appropriate facilities provided by the City. The Contractor shall be responsible for any additional conditioned areas other than those provided by the City and shall be responsible for any environmental control measures that may be required within individual device housing (heaters, thermostats, air conditioners, dehumidifiers, etc.).

The Contractor shall be solely responsible for the security of all equipment installed or stored on City property during the duration of the Project. The Contractor shall replace all equipment, at no

additional cost to City that has been deemed by the City project manager to be damaged by vandalism, improper handling or any other cause. The Contractor may propose remedial action for minor damage (such as paint scratches or chips) to the external appearance (having no effect on functionality) and the City Manager may approve such action if deemed appropriate. In all cases any remedial or reconditioning actions taken shall bring the equipment or component back to a condition suitable for new, first quality equipment.

All cabling installations between system devices shall conform to the manufacturers' recommendations, these specifications and the appropriate City standard for the given cable type (fiber optic or copper). Appropriate conduit and inter-duct shall also be provided by the Contractor for each cable run. The Contractor shall conduct any required cable testing and submit test reports to the City project manager in the appropriate format. The type of cable or wire used shall depend on the total linear distance of the cable or wire run. For all distances less than three hundred (300) linear feet Category 5/5E networking cable may be used. For all run distances greater than three hundred (300) but less than one thousand eight hundred-four (1804) linear feet multi-mode fiber optic cable shall be used. Single mode fiber optic cable shall be used for all run distances greater than one thousand eight hundred-four (1804) linear feet. Hybrid fiber optic cabling shall be used whenever appropriate. The Contractor must request approval from the City project manager for any deviation from these guidelines.

L3.1. Equipment Mounting

All equipment shall be mounted in a safe and effective manner within appropriate housings or protective coverings as described in the Contractor's System Definition deliverable to be approved by the City project manager. The housing or protective devices shall be secured in manner that conforms to applicable code requirements and industry best practices. All device or component housings, junction boxes, pull boxes and cabling cabinets shall include locking doors designed to protect the device or cabling from the elements, tampering or other damage. Protective devices such as bulwarks or bollards shall be placed in manner that does not impede proper access to device components. Cables shall be neatly dressed with appropriate service loops inside the device housing or cabling enclosure in manner that allows ease recognition of component markings, does not impede the function of components or unduly restrict airflow within the housing or cabinet. Where multiple components are contained within the same housing or cabinet the Contractor shall provide shelving or preferably sliding trays to insure proper access to the components. To the extent possible, all housing and cabinets for similar devices or components shall be configured, cabled and identified in an identical standardized manner.

All data and power connections shall conform to the appropriate national, professional and local (including the City) standards or codes. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device. All connections will be labeled with nomenclature identical to that provided with the Contractor's system documentation. Surge and lightning protection shall also be provided by the Contractor for all sensitive communications components or devices in a manner befitting the conditions typical at the City.

L3.2. Equipment and Cabling Identification

All cabling, components, and cabinets shall be permanently identified in a manner that allows for easy recognition and servicing. The identification scheme shall conform to City standards (where applicable) and each device or component shall be marked with a unique serial and or part number that shall correlate to the maintenance documentation provided by the Contractor. Where the Contractor's maintenance documentation deviates from City standard the City project manager may require the Contractor to change its identification scheme. Markings shall be permanent and easily legible with the unaided eye from a distance appropriate for the installation or servicing procedure being performed. Marking shall not deteriorate with age, exposure to light, or from normal handling by maintenance personnel. The markings on the cables, switches, panels, termination blocks and connectors shall conform to the appropriate City standard for the particular cable type or transmission requirement. In all cases safety shall be paramount and the Contractor shall be responsible for

identifying and recommending to the City project manager any deviation from the appropriate standards that would enhance the safety of individuals or property both during and after installation.

M. SYSTEM TESTING

The Contractor shall submit a Testing Plan for approval by the City project manager in accordance with the deliverables guidelines contained in these technical specifications. The Contractor Testing Plan shall demonstrate the methods that will be employed to verify that all hardware, software, firmware components and associated documentation are installed or delivered in accordance with the requirements of these specifications and the instructions of the City project manager.

The Testing Plan shall include detailed test descriptions for each type of test to be conducted in each phase of the installation. Such narrative descriptions shall include appropriate cross-references to these specifications that will allow the City project manager to readily verify the functional requirement being tested. The Contractor shall include in the test descriptions specific outlines enumerating the System functionality being tested each testing process, all testing assumptions, any limiting factors and their impact on test validity The Contractor shall propose testing schedules and locations for approval by the City project manager. The tests shall be conducted by the Contractor and witnessed by the City project manager and other parties as the City project manager may deem appropriate.

In some cases testing may be conducted during the transition between the old system and the new System. The Contractor shall consider the operational impacts associated with this testing method and properly communicate these to the City project manager and the parking management company representatives. Testing shall not disrupt the normal entrance and exit of vehicles (with the exception of the lane being tested) using a given parking area regardless of whether the lanes are connected to the old PRCS or the new PRCS. The description of the testing during the transition will be provided by the Contractor in the Transition Plan.

M1. Test Procedures

The Contractor shall provide detailed test scripts for each testing procedure in the submitted Proposal and to the City's project manager script for each formal and functional testing procedure/s upon award of contract. No test shall be started without an approved test procedure. The City shall require ten (10) business days to review the test procedures and supporting test scripts. Where corrections are necessary, they shall be made within five business days from notification by the City's project manager and resubmitted to the City's project manager for approval. Up to a 10-business day review time shall be allocated for review corrections to the test procedure.

The Testing Plan submitted by the Contractor shall include the individual test scripts that shall be used during the various phases of testing including, but not limited to, the Factory Test (if one is conducted), the Phase or Facility Acceptance Tests, and the Final System Acceptance Tests for all of the components of the System. The Contractor shall, at a minimum, include in the test scripts, the required test participants or witnesses, the expected durations of the tests, a list of required testing materials to be provided either by the Contractor or the City, and a complete description of what shall constitute successful completion of each discreet testing task and the overall test.

The Contractor shall review all formal test procedures immediately after to testing and certify that the test procedures adequately demonstrate all functional requirements of these specifications and to ensure a direct correlation exists between the conducted test, the test results, and specification requirements. The Contractor shall provide a checklist or other approved graphic representation, as part of the Testing Plan, listing each System requirement and showing the specific tests and the methods used to demonstrate compliance with said requirement. The completed checklist or other approved document shall be delivered to the City project manager for review and approval.

M1.1. Factory Testing

The City may at its sole discretion require a Factory Test of a representative portion of the PARCS to be performed at the Contractor's facilities. The City shall provide the Contractor thirty (30) days' notice of its desire to conduct a Factory Test. To the extent possible, the Contractor shall replicate field conditions appropriate to the installation at the City when conducting said Factory Test.

To verify that the functionality described within these specifications is achieved, the Contractor shall demonstrate the System at their factory or U.S offices and such demonstration shall be observed by at least two City representatives prior to the shipment of equipment to the project site. The Contractor shall provide the City a plan for factory testing thirty (30) days prior to the Factory Test with detailed test procedures submitted in a format approved by the City project manager. Within fifteen (15) days of receipt, the City project manager shall review the Factory Test plan, note required changes and return the plan to the Contractor for final corrections.

In the event a minor testing failure occurs during the Factory Test (based on the Contractor-submitted Factory Test plan) the City project manager may accept the testing results with conditions. The parties will agree on a punch list of corrective actions to be addressed prior to shipment. The existence of a punch list shall not in and of itself prevent Contractor's delivery to the site provided the Contractor certifies in writing that all items on the punch list have been addressed prior to said shipment. Upon receipt and satisfactory review of the Contractor's certification, the Project Manager shall provide written permission authorizing delivery of the equipment. All punch list items shall be specifically addressed and tested in the Single Lane Test.

All travel and accommodation expenses and arrangements necessary for the above referenced personnel to attend the initial Factory Test shall be the responsibility of the City. In the event Factory Test yields unsatisfactory results and a partial or complete retest is necessary (based on the Contractor-submitted Factory Test plan), the necessary arrangements and expenses associated with the retest shall be the responsibility of the Contractor.

M1.2. Single Lane Test

The Contractor shall provide the City project manager a plan for Single Lane Tests for each type of lane configuration to be installed in each phase of the project. The Single Lane Test documentation shall be a component of the Contractor-provided Testing Plan and submitted accordance with the standards established above for all deliverables. The appropriate plan shall be followed for each single lane test and the Contractor shall be responsible for properly documenting the testing process.

Single lane tests shall be conducted for each entry and exit lane prior to placing said lane in operation. When a lane installation has been completed, the Contractor shall notify the City project manager to arrange the Single Lane Test. The Contractor shall test the installed equipment and the City project manager (along with other parties he or she may deem appropriate) shall witness all tests. The tests shall establish adherence to the Contractor-submitted Design Definition Document and conducted according to the approved Testing Plan.

The test procedures shall test all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane. The test results shall be evaluated using the Contractor-submitted Testing Plan, the functional requirements contained in these specifications, as well as, accuracy and reliability requirements contained herein. The Contractor shall not activate any lane for service until its operation test has been successfully completed to the satisfaction of the City project manager. Such satisfaction shall be acknowledged in writing.

M1.3. Other Device and Subsystem Functional Tests

Each POF device, the central cashiering fee computer in Lot DD and the fee computer in the Parking Office shall each be subject to testing in accordance with testing procedures specifically designed for these unique devices. These functional tests shall verify that the devices comply with

the accuracy, reliability and functional requirements contained in these specifications, the Contractor-submitted Design Definition Document, and the approved Testing Plan.

The test procedures shall test all normal and exception transaction types specifically related to these types of devices, as well as, other processes and activities that may require interaction with lane devices. For example, the POF or Lot DD Central Cashier Fee Computer must be capable of re-encoding tickets with the appropriate lag time and these tickets must be properly read by an exit lane device. The Contractor shall not activate any POF or special purposes Fee Computer until the appropriate functional test has been successfully completed to the satisfaction of the City project manager. Evidence of satisfactory completion shall be provided in writing and shall be included in the Testing Plan as directed by the City project manager and in accordance with the provisions of these specifications.

For subsystems having both special software and hardware components including but not limited to, e.g. Internet Parking Reservations, the Contractor shall provide a specific test procedure (a functional test) that shall clearly demonstrate the proper functioning of each subsystem. The Contractor shall submit to the City a plan for testing each subsystem's equipment as a functioning whole at least thirty (30) days prior to the anticipated completion of the all subsystem elements. The City project manager and Contractor shall agree upon the schedule for the functional test and the test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day

M1.4. Facility Tests

Thirty days prior to the anticipated completion of all single lane tests for Phase 1 of project (Railyard Garage or G3), the Contractor shall submit to the City a plan for testing the entire parking facility's equipment installation as a system (e.g., all entry lanes, exit lanes, all other devices, all software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers). The City project manager, at his or her sole discretion shall determine which subsystem functional tests will be conducted during the Phase 1 Facility Test. This testing process will serve to validate the results of the test bed installation and will determine when the City moves forward with the remainder of the project.

The City project manager and Contractor shall agree upon a start date for the Phase 1 Facility Test. The Facility Test shall be performed only when all single lane testing and all special device functional tests for the parking facility have been completed. The test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day. Upon successful completion of this Facility Test (as determined by the approved Contractor-submitted Testing Plan) the City project manager shall review the test results and provide the Contractor written notification of the City's satisfaction with the results. The City Manager, at his or her sole discretion, shall then decide when to grant Notice to Proceed for the remainder of the project.

A Phase 1 Facility Test downtime shall be cause for a restart of the test after the failure has been isolated and resolved. The Facility Test shall proceed in a manner that maintains the operational availability of as much of the parking system as possible. The restart shall be for a seven-day period, commencing at midnight on the first day and continuing until midnight on the seventh day. The Facility Test must be completed within thirty (30) days after the initial start date.

During subsequent project phases or sub-phases a Facility Test shall be conducted at each parking facility. Each facility shall constitute a discrete sub-phase and shall have its own testing procedures and approval process. Testing of subsequent phases or sub-phases shall be conducted in a manner similar the process outlined above. Upon successful completion of the Facility Test and placement into full operation the parking facility shall be said to be substantially complete and ready for payment as evidenced by its Certificate of Substantial Completion.

M1.5. Extended Operations Test

Following successful completion of all Facility Tests, the Contractor shall notify the City project manager that the System has been prepared for the Extended Operations Test. This test shall demonstrate, over a period of thirty (30) consecutive days for the uninterrupted operation of the administrative level equipment and thirty (30) continuous days for the field level equipment as noted in the contract, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.

The Extended Operations Test shall start on a date jointly agreed upon by the City project manager and Contractor. The test shall continue until a thirty (30) day period has elapsed during which all of the performance criteria have been continuously met. Wherever possible the Extended Operations Test start date should coincide with the beginning of the month so that monthly reporting functions contain complete data and hence can be more easily evaluated.

During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes loss of data, instability of the system, and/or corruption of the transactional data or database, the Contractor shall immediately correct the problem. If during the thirty (30) day period the system fails to meet any one of the specified performance criteria (as documented in the approved Contractor-provided Testing Plan and Design Definition Document), the test shall be halted and the Contractor shall take any required corrective actions. The Contractor shall submit a report to the City project manager detailing the root cause of the failure, the corrective actions taken, and further actions taken to avoid any reoccurrence of this type of failure. When the City project manager is satisfied with the Contractor's documentation the test shall be restarted (at day one) or continued (at the last completed day). This determination to restart or continue the test will be based on the nature of the failure and shall be at the sole discretion of the City's project manager. The restart or continuation will occur on a date jointly agreed upon by the City's project manager and Contractor.

Testing shall continue in a similar fashion until a thirty (30) day period of stable operation is achieved. Stability is defined as the proper functioning of the System with a failure having no impact on the continued system operation, nor integrity of transactional data. The Contractor shall be solely responsible for any additional costs incurred as a result of retest or restart actions for whatever period of time is required until testing is successfully completed.

Should the Contractor fail to complete the Extended Operations Test as specified above within forty five (45) continuous days from start date, Liquidated Damages of $500.00 per day will be imposed for each day the delay occurs at the sole discretion of City's project manager.

For the designated test period where the System has met the requirements for successful completion of the Extended Operations Test the Contractor shall perform a minimum of three (3) audits of all transactions and system functions performed to ensure each one is being properly identified, processed, reported and accounted for within the System. Thirty days before the last Facility Test, the Contractor shall produce and submit procedures to perform the transactional audit. These procedures shall be subject to the approval of the City project manager. The City project manager shall oversee the procedures and progress of the Contractor during the transactional audits and may, at his or her sole discretion and at no cost to the Contractor, engage an independent third party to validate the Contractor's audit results. Only when the entire System successfully completes the Extended Operations Test and complies with all audit requirements will the Contractor be eligible to apply for Final Acceptance. Final Acceptance shall be approved when all work is satisfactorily completed in accordance with the contract documents including, but not limited to:

a) all systems having been tested and approved by City
b) all required instructions, training sessions have been provided by Contractor
c) all as-built drawings, project record documents, operations and maintenance manuals and deliverables have been received and approved by City

d) all punch list work and deficiencies listed with Certificate of Substantial Completion has been completed in accordance with contract documents and approved by City
e) all damage caused by installation or use of facilities shall be cleaned, repaired and restored to "like" condition at time of initial Contractor's occupancy
f) all final cleaning and removal of waste, rubbish and construction equipment has been completed
g) generally all work except for contractor maintenance has been completed to satisfaction of City and inspected.

M2. Failure Definitions

For the purposes of the testing procedures outlined above failures shall be categorized into two (3) different categories, A, B and C failure (definition of the categories will be described further in the testing plan document); those being minor and major failures.
A minor failure (B and C failure) shall be defined as a failure of a single component, device or subsystem that does not affect the operation of a particular facility or the parking operation as a whole, has no customer service or revenue control impact, and can be easily and promptly corrected by the Contractor. The effect of such minor failures on the various tests outlined above shall be dependent on the agreed upon testing procedures for the particular test, as outlined in the approved Contractor-provided Testing Plan and Design Definition document.

A major failure (A failure) shall be defined as a failure that adversely impacts revenue control or customer service. Major failures shall always result in a restart of the particular test being conducted. Total System or subsystem failures would be clearly categorized as major. Other failures may be categorized as minor or major depending on their impact on the operation. For example, a gate stuck in the 'up' position at entry that is promptly reset without loss of positive revenue control can be seen as minor. However, one or more gates stuck in the 'up' position or that cannot be readily reset (especially at exit) could have significant revenue or customer service impact, hence making the event a major failure. The City project manager shall have sole discretion to determine which failures are major or minor within the framework of the agreed upon Testing Plan element for the particular test being conducted.

M3. Testing Documentation

The Contractor shall be responsible for ensuring that all documentation including engineering drawings, manuals, test procedures, testing results, and operational procedures for the "as installed" and "as tested" system are correct and complete. All documentation shall be submitted both in written and electronic format and shall include any associated warranty documents and operating manuals for all installed components.

The Contractor shall apply rigorous quality control processes to all documentation and provide written evidence of these actions along with all submittals. At a minimum, the Contractor shall document the name, title and signature of the individual conducting quality control reviews. All testing documentation shall be maintained and presented in a manner that is acceptable to the City project manager and that will allow the City to support the maintenance and future expansion of the system.

N. REQUIRED TRAINING AND TRAINING MANUALS

N1. General Training Requirements

The Contractor shall provide user training programs in accordance with the Training Plan and for the benefit of the City and its parking management company. The training programs shall provide designated System users and system maintenance personnel the tools necessary to efficiently operate all applicable functions, modules, components or subsystems of the PARCS.

All training shall be conducted by qualified instructor personnel, fluent in the English language and shall be conducted in a manner that does not adversely impact on-going parking operations. All training sessions for end users shall be recorded (audio and video feeds recorded video tape or

other media) for the sole use of the City and its agents. The Contractor shall provide full disclosure and secure proper releases from class participants prior to conducting any recording.

The Contractor shall provide two complete sets of such recordings to the City project manager. All rights of ownership to the recordings and all associated training materials of documentation provided by the Contractor under the requirements of this section will become the exclusive property of the City. The recording requirement may not extend to the Supervisory/Auditor/Management or System Administration Training program. Recording of any Technician training shall be at the discretion of the Contractor.

N2. Training Programs

N2.1. Cashier (End User) Training

The Contractor shall conduct a minimum of eight hours (8) hours of on-site training for up to twenty (20) staff members identified by the City. The Contractor shall offer multiple class sessions to accommodate employee schedules and reduce class size. This group shall receive both classroom and practical ("hands-on training") using actual mockups of system devices and demonstration software. This vendor-trained group shall serve as a training cadre for the remainder of the cashier population and will be provided appropriate training aids for this purpose.

N2.2. Supervisory/Auditor/Management Training

The Contractor shall conduct a minimum twenty-four (24) hours of on-site training for up to seven (7)staff members identified by the City. The training curricula shall include all supervisory and audit functions of the hardware and software components, as well as, system monitoring and reporting capabilities.

N2.3. System Administration Training

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to five (5) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N2.4. Technician Training

The Contractor shall be responsible for providing all training necessary to certify City and/or third-party technical personnel to perform all required system maintenance in accordance with the provision in these specifications and as required by the Contractor's system documentation. The content and duration of the technician course shall be determined by the Contractor and approved by the City's project manager. Duly trained and certified technicians shall be capable of performing all required maintenance services without voiding any written or implied warranty. This requirement shall be waived should the City accept the Contractor's maintenance service agreement proposal.

N2.5. Database Administrative Training on S&B System

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to four (4) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N3. Training Materials

The Contractor shall provide all documentation (including all manuals) required for training City personnel in printed and electronic format (City's project manager to decide format type). Documentation shall be provided for each student in the form of workbooks, lecture notes/overheads, and manuals. All training shall be based on the content of the Contractor-

provided manuals delivered with the System. The City project manager, as part of the Training Plan, shall approve such training materials.

Required training materials shall be submitted in accordance with the provision of the Training Plan and shall be written in Standard English with appropriate photos, diagrams, and schematics to supplement the text. The City shall have the authority to reproduce and distribute training materials as necessary at no additional cost.

N4. Required Manuals

Where manuals for commercially available equipment and/or software are provided, the Contractor shall produce supplemental information to ensure the commercial manuals accurately reflect the deployed System. The System is not considered delivered until documentation is delivered.

The Contractor shall provide the following manuals in the following quantities:

N4.1. Cashier Manual (ten each)

The Contractor shall provide a comprehensive document that details the operation and capabilities of all cashier-operated devices (Cashier Terminals). The manual shall provide detailed instructions on the proper processing all normal and exception transactions. The manual shall be intended as a "how to" document for all cashier-operated devices to include special fee computers and all attended exit lane devices. The document shall also discuss the LPR process and the cashier's role in that process.

N4.2. Supervisor's or Auditor's Manual (six each)

The Contractor shall provide documentation on supervisory and auditing features of the individual hardware components (Cashier Terminals, etc.) and the FMS. Detailed explanations on cashier shift tracking, revenue reporting and FMS report development shall also be included in this manual. Similarly, comprehensive instructions on the accessing, modifying and using of system transaction and management reports (with appropriate graphics and diagrams) shall be included in this manual.

N4.3. System Administration Manual (five each)

The Contractor shall provide comprehensive instructions and procedures required to properly oversee the day-to-day function of all network and computer system components. This manual shall include detailed instructions on all software, special reporting features, field-settable switches or options, workstation and server configuration options, network settings, TCP/IP addressing schemes, data archiving schemes, security schemes, disaster recovery and the use of system-specific diagnostics.

N4.4. Maintenance/Technician Manuals (five sets)

The Contractor shall provide complete documentation on the performance all preventative and corrective maintenance tasks. The documentation shall include part numbers, amounts, and types required for each task. Diagrams (where applicable) will be included to illustrate each step in multi-step processes. Maintenance schedules (preventative maintenance) and troubleshooting guidelines for each component or sub-component shall be included in tabular form. The manual shall also include comprehensive instructions on accessing and using computer-based diagnostic software included with the devices.

O. CONSUMABLES

The Contractor shall provide consumables, such as tickets, that will be required for operations during the testing and acceptance phases of the PARCS, before the PARCS is open to the public.

O1. Tickets and Magnetic-stripe Cards

The City intends to use various ISO-compliant magnetic stripe and or barcode cards and tickets (both initially supplied by Contractor) to facilitate transactions and access control. Magnetic-stripe cards may also be used to uniquely identify users (such as cashiers, technicians and supervisors) of fee computers and exit lane devices. All field devices (lane devices, POFs and fee computer) shall be capable of accepting and processing tickets and magnetic-stripe cards.

Tickets shall be magnetically encoded and printed with the ticket/transaction number, the year, month, date, and times (hour/minute/second) at entry and exit, facility code, lane number, and rate code. Abbreviations are acceptable; time stamps shall be in 24-hour, military time. After a transaction is completed at a POF device, the ticket shall also indicate the lag time available to the patron before additional parking fees become due.

O2. Receipts

The System shall permit modifications, additions, or deletions of the information printed on the patron's receipt. At a minimum, the following information shall be printed (time references shall be made in local military time.)

a) "City of Santa Fe, Parking Division, customer services telephone number, the Parking Office address, and the parking facility's designation
b) The unique exit transaction number
c) The exit and/or entry date and time.
d) The total fee paid
e) Code for the tender type (cash, check, credit/debit card or pre-paid card)
f) If applicable credit/ debit card type (Master Card, Visa, etc.) and last four digits of the card number
g) Exit/entry lane/POF device number
h) Code for the rate structure applied
i) Cashier ID number
j) Thank you. Please come again.

P. SPARE PARTS

All spare equipment and parts shall be newly manufactured within the past six (6) months and never installed in an operational system other than for factory test purposes. All spares shall be identified by functional unit and shall be correctly referenced in spare parts lists. When delivered as directed by the City, an itemized list of manufacturers' part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single-source components shall be identified.

Based upon the maintenance experience during the warranty period, the Contractor shall recommend any changes in spare components that may prove to be appropriate. The recommended consumables list shall be modified to reflect these changes. Where installed modules do not comply with required reliability (per manufacturer specifications), the Contractor shall adjust the spares upward to accommodate the higher failure rate, or replace the units with more reliable units at no additional cost to the City.

The Contractor at a minimum shall supply the following specific spare components as noted below:

- One (1) complete public entry lanes (lane status light, LED sign, entry device, housing, heaters, intercom, etc.)
- One (1) complete public exit lanes, (lane status light, complete exit lane device, patron fee display, ticket bins, LED sign, etc.)
- Ten (10) complete barrier gate mechanisms and arms
- Ten (10) vehicle detection devices

- One (1) Fee Computers
- Five (5) keyboards associated with the fee computers or exit lane device
- Two (2) ticket readers/validators
- Five (5) receipt printers
- One (1) lane controllers (if required)
- Two (2) complete LPR cameras and lenses assemblies (with associated controllers)
- One (1) badge encoding units (if encoding cannot be performed by another device)
- Ten (15) customer validation machines or devices

In addition to the specific items listed above, the Contractor shall provide additional spares based on usage experience. The Contractor shall supply 10% spare components (or a minimum of one) of each replaceable component unless otherwise at least specified above. The Contractor shall provide part numbers, descriptions and supplier information for all spare parts in the System Definition Document to be approved by the City project manager. The System shall not be considered ready for system acceptance testing until all spare components parts are delivered. . The Contractor will set up, at no cost to the City, one complete set of spare Entry Lane equipment and one complete set of Exit Lane equipment as a fully functional, stand-alone Test Bed site in the Technical Room provided for this application by the City out of the equipment provided in the spare part package.

Q. TECHNICAL SUPPORT AND MAINTENANCE REQUIREMENTS

Q1. System Technical Support

The Contractor shall commit to continue providing technical support services for all components of the System for a period of fifteen (15) years after all warranty periods expire. This requirement shall include, but is not limited to items such as spares, software and component upgrades, as well as telephonic and on-site maintenance support services. The Contractor shall also warrant that adequate in-house field service staff and phone support are available from a location in the Continental United States. The Contractor shall confirm this commitment in writing in a format acceptable to the City project manager prior to initiating any work activities. In addition, a support letter shall be provided from the manufacturer of any third-party components committing that firm to provide these technical support services should the contractor withdraw from the parking business.

As part of the Contractor's technical support commitment the Contractor also shall provide a qualified software and report development professional for no less than thirty (30) days during the system commissioning of the initial project phase at no cost to the City. In addition, the Contractor shall provide quarterly technical and operational training classes (no less than 24 hours in duration) at City designated facilities in addition to the specified training during the warranty year and subsequent maintenance agreement years.

Q2. Maintenance Support

The Contractor shall provide written documentation (in a format acceptable to the City project manager) guaranteeing that the Contractor will provide the City, at City's sole discretion, on-site, dedicated, full-annual extended warranty and maintenance services at a reasonable, negotiated maximum annual cost to the City. This includes maintenance service for all equipment and software and includes, but is not limited to, spare parts, materials, labor, software, testing equipment, tools, etc. necessary to fully support the System. Full maintenance, if decided by the City, shall be available eight (8) continuous (lunch break excepted) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year (366 days for leap years). The response times stated below shall be maintained at all times.

In addition, the Contractor shall submit a proposal to provide on-site maintenance services under contract to the City as required in the Maintenance Plan discussed above. This maintenance support shall be the same preventive, routine, and emergency services as described below. The Contractor shall provide the City annual guaranteed maximum prices for provision of forty (40)

hours of on-site maintenance support services per week for three years after the required expiration of the standard warranty under a continuing maintenance agreement.

The Contractor shall also be committed to providing services for an additional three (3) one-year option periods after the initial term at the City's option and at negotiated prices. The City shall determine the hours of coverage and would require the technician to be on-call during all off-peak periods. Should the City accept the Contractor's proposal there shall be no maintenance charges during the term of the warranty period for non-warranty parts or labor.

Should the City choose not to accept the maintenance proposal or not renew the maintenance agreement the Contractor shall agree to provide training and certification for up to six (6) technicians identified by the City. Should the training be required prior to final acceptance of the system, the training will be provided at no additional cost to the City as provided for in the training requirements above. If the training is required after the end of an agreed-upon maintenance support agreement, the Contractor shall be entitled to a reasonable negotiated fee for this service.

The Contractor shall provide all *preventative*, *routine*, and *emergency* maintenance services. Qualified, authorized representatives of the Contractor shall perform diagnosis and repair. If so requested, the Contractor shall provide written documentation of technician certification. Preventative maintenance services shall be provided in accordance with the provisions of a Contractor's maintenance manual for each component or subsystem of the System. Preventative maintenance services shall include but are not limited to inspection, testing, necessary adjustment, lubrication, cleaning, and software/firmware updates. Routine maintenance services shall include scheduled overhauls as recommended by the equipment and software manufacturer. Emergency services shall include inspections and necessary tests to determine the causes of significant equipment or software malfunction or failure. The emergency services shall also include the furnishing and installation of components, parts, or software changes required to replace malfunctioning system elements.

Q2.1. Preventative Maintenance Schedule

The Contractor shall submit to the City a schedule of preventative maintenance services and corresponding task sheets (as part of the Maintenance Plan). All such maintenance shall be performed during off-peak periods. The Contractor shall coordinate with the City and the parking management company to establish appropriate off-peak lane-activity periods. The City and the parking management company shall make a reasonable attempt to accommodate the need to conduct preventative maintenance according to the required schedule. The Contractor's staff shall also be provided access to the Facility Management Software to aid in determining appropriate times for servicing devices.

Q2.2. Response Times

Failure solely attributable to the Contractor to complete corrective action in a timely manner shall result in the imposition of liquidated damages by the City as negotiated by the two parties. The Contractor shall be responsible for repair to the component level of replaceable, functional modules. The Contractor shall provide adequate spare modules and repair turn around to assure that spare modules are available on site to accommodate repair of a failure to a 99% confidence level. All necessary steps shall be made to achieve the least amount of time that a component is inoperable.

Guaranteed response times shall be established by contract and shall be dependent upon the criticality and location of the malfunctioning component. The City shall expect that response time to most calls for service shall not exceed two (2) hours.

Failure to complete corrective action within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Services to remedy non-parking equipment component(s) (e.g., workstations, printers) malfunction shall be started following the Contractor's receipt of a malfunction notice from the City. Repairs are to be made within one business day of notification.

The Contractor shall acknowledge notification of the problem, error, or fault within 30 minutes during the installation phase. For the warranty and extended maintenance agreements, factory trained technicians shall be locally-accessible and during normal business hours shall have the same requirement. Failure of the contractor to take remedial action/s within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Q2.3. Maintenance Documentation

The Contractor shall maintain a written or electronic Maintenance Log of all preventative maintenance and corrective/repair services performed during the warranty period and any subsequent maintenance agreement. The Log shall be organized in manner that allows technician personnel to readily identify chronic or recurring service problems by component or lane. The Log shall include entries for any upgrades performed on any component so any unforeseen negative effects may be quickly isolated and reported.

The Log shall be in a format approved by the City project manager and shall be available for inspection by the City at any time. The Maintenance Log shall be turned over to the City at the end of the warranty period or maintenance agreement. The Contractor shall also submit monthly maintenance reports (in a format approved by the City project manager) based on the content of the Maintenance Log. Such reports shall include a discussion of equipment availability and serviceability data over time (trend analysis).

R. WARRANTY REQUIREMENTS

The Contractor shall provide a full warranty on all installed components, materials and workmanship for a period of twenty-four (24) months from the date the specific phase or device has been finally accepted (to be approved by the individual site acceptance test SAT) by the City. Such warranty requirement shall not apply to third-party software which may have warranty periods shorter or longer than the installation period. All warranty information and documentation for each type of installed hardware, software or other system component become the property of the City and shall be delivered to the City upon final acceptance of the entire project.

Warranty work shall be provided at no cost to the City in a timely manner (as defined herein). Costs (time and material) for repair or replacement of parts or components damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by the City or the using public are excluded from these warranty provisions.

During the warranty period, the Contractor's personnel or factory-certified technicians shall perform preventative maintenance, routine maintenance and repair with new material, or replace at no charge, any defective product. The Contractor's personnel or factory-certified technicians shall either perform the work on site, or the Contractor shall accept all costs associated with removal, shipping and handling. Technical support from factory-certified personnel shall be available from the Contractor within four hours of the time the service call is first placed. During the warranty period, updates and corrections to all equipment firmware and software shall be provided to the City at no additional charge.

Should the City elect to perform maintenance on components it has accepted, it may do so without voiding any portion of the device's warranty, provided that maintenance is performed by duly trained and certified technicians. Such maintenance shall normally only be performed in emergency situations where maintenance of positive revenue control is at issue, after the City has notified or attempted to notify the Contractor of the problem, and only if the Contractor's response time to address the problem is deemed inappropriate or unreasonable (at the City's sole discretion).

Performance of warranty repairs by the City or its agents will in no way relieve the Contractor of any legal responsibility to provide service or appropriately compensate the City for time and materials expended in this effort. The parties may negotiate an agreement whereby all warranty services may be conducted by duly certified technicians employed directly or indirectly by the City. If however the City elects to retain the Contractor to provide PARCS maintenance services for accepted portions of the PARCS, as provided for in Section Q Technical Support and Maintenance Requirements. , the Contractor shall separately account for all time and materials expended in conducting warranty repairs.

The Contractor shall provide a toll-free telephone number for warranty and maintenance service (hardware and software.) This toll-free telephone shall serve as a "hotline" to the Contractor for all hardware and software maintenance issues. The hotline will be the single point of contact between the City and the Contractor for maintenance support for all elements of the System to include third-party elements. The Contractor shall be responsible for 24/7 support via the hotline.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Scripted demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration and potentially a separate room for questions and answers.

Vendors who are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the vendor.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria through all stages of the evaluation process (e.g., review of written proposals, vendor demonstrations, reference checks, etc.).

Table 08: Evaluation Criteria

Criteria	Description	Maximum Score
Functional*	This criterion considers the ability of the proposed hardware and software to meet the City's functionality needs. This includes the ability to meet all of the requirements specified in Sections F, G, H, I, J and K for the functional areas that are proposed as well as the ability for the proposed solution to integrate with the City's system environment.	35
Technical*	This criterion considers the ability of the proposed hardware and software to align with the City's preferred technical specifications and interface requirements specified in Section Q. This criterion will also consider the level of integration among proposed system modules.	10

Approach*	This criterion considers the Proposer's understanding of the scope of work (Section C) and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support (Sections N and Q).	10
Experience*	This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response and as learned from references.	15
Cost	Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	30

**Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*

The City intends to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the City's budget planning.

3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Notice of Intent Award

After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.

3.5 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Committees, Commissions, and Council person, or by City Policy, for any City employee, or Committees, Commissions, and Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

3.7 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City of Santa Fe.

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP or a Proposer's proposal. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

4.0 Submittal Response Format

4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is July 31, 2018 at 2:00 p.m. Mountain Time. Proposals received at the City after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

2. Proposers shall submit seven (7) hard copies of the Technical Proposal and seven (7) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 09. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".

3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.

4. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the City along with hard copy Proposals. All attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.

5. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the address in Table 09. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format. Determination of meeting the submission deadline is independent of the City receiving the electronic version.

6. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.

7. The mailing addresses for Proposals is contained in the following table.

Table 09: Proposal Mailing Addresses

City Mailing Address
Attn: Shirley Rodriguez City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, New Mexico, 87505

8. The following table contains the organization guidelines for Proposal responses.

Table 10: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	System and Application Architecture	4.4
Tab 4	Implementation Methodology	4.5
Tab 5	Company Background and History	4.6
Tab 6	Key Proposed Personnel and Team Organization	4.7
Tab 7	Project Roles and Responsibilities	4.8
Tab 8	Project Schedule	4.9
Tab 9	Functional and Technical Requirements/Capabilities Response	4.10
Tab 10	Data Conversion Plan	4.11
Tab 11	Software Hosting	4.12
Tab 12	Testing and Quality Assurance Plan	4.13
Tab 13	Training Plan	4.14
Tab 14	Ownership of Deliverables	4.15
Tab 15	Sub-Contracting	4.16
Tab 16	References	4.17
Tab 17	Site Visit References	4.18
Tab 18	Response to Narrative Questions	4.19
Tab 19	Exceptions to Terms and Conditions	4.20
Tab 20	Attachments: Required Forms	4.21
Separate Cover	Price Proposal	4.22

4.2 Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have

accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

4.3 Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements/Capabilities contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements/Capabilities in Attachment B.

Proposers shall clearly indicate the licensing model, (named, concurrent, site) and whether this model varies based on the deployment method (locally hosted, vendor hosted, subscription based).

Proposers should clearly identify any modules or functionality that is being proposed as complementary or is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP by completing Attachment J Proposed Functional Areas. If a functional area listed is not being proposed, Proposers shall indicate so with "Not Proposed" and shall list any software solutions the Proposer has relationships or partnerships with and/or any software solutions the Proposer has successfully integrated with in the past.

Marketing materials should not be submitted on the proposed functionality.

4.4 System and Application Architecture

The third tab of the Proposal shall include a description of the proposed system and application architecture.

The Proposer shall include responses to the following questions, in addition to any other information that may be relevant and useful to the City.

a. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label or perform system rounding should be the same code for that function in all components of the application).
b. List all hardware/operating system/database platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a City or County close in size to the City. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
c. Describe what virtual server environments the proposed solution can be used on.
d. Discuss how many environments are available with your proposed solution at no additional cost (i.e. test, training, production)?
e. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support.
f. Describe how often major and minor software updates are provided, as well as the level of City resources required for a major update, and the level of resources required for a minor update.
g. The underlying architecture of the application design is important to the City. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.

h. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
i. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
j. What is the source language(s) of the product?
k. Is the source code available and, if so, under what conditions/terms?
l. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do not support industry standards.
m. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.
n. List all browsers that are certified for use with the application, and describe any required browser add-ons, function enablement, etc.
o. What technology does the Proposer's relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.
p. Please describe the major/minor upgrade process that is required if the solution requires a client based installation.

4.5 Implementation Methodology

The fourth tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

If the Proposer is proposing a traditional City-hosted model, and a vendor-hosted and/or a subscription based solution, a detailed narrative description of how the implementation approach will vary between the deployment methods should be included.

Proposers should also include a sample Project Plan which details the implementation schedule and approach as part of the fourth tab.

As part of the implementation methodology and approach, Proposers shall describe additional services and associated costs that are offered for business process reengineering, change management, and analysis. This should include general approaches to business process analysis and redesign, and specifically as it relates to the human resources, payroll, and time entry functions. The City anticipates that significant process redesign will be required as part of the configuration and implementation of software functionality to support related time entry and payroll processes.

This tab may also include samples of the following:

1. Software Customization Plan (Additional information provided in Section 2.8)
2. System Interface Plan (Additional information in Section 2.7)
3. Data Conversion Plan (Additional information in Section 2.6)
4. Testing and Quality Assurance Plan (Additional information in Section 2.9)
5. Pre- and Post-Implementation Support Plan (Additional information in Section 2.10)
6. Training Plan (Additional information in Section 2.6)
7. System Documentation (Additional information in Section 2.11)
8. Risk Register (Additional information in Section 2.12)
9. Organizational Change Management (Additional information in Section 2.6)

4.6 Company Background and History

The fifth tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. A completed response to Attachment I Company Background and History Form should be completed and included in the response in the fifth tab of the Proposal.

If a partnership with third-party companies is a part of a Proposal, the company background and history form included as Attachment I shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

4.7 Key Proposed Personnel and Team Organization

The sixth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The City is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

4.8 Project Roles and Responsibilities

The seventh tab of the Proposal should include the proposed resource levels for the City Implementation Project Team and Selected Vendor Project Teams.

Proposers shall provide resource hour estimates by system module for each of the project activities. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope. Any assumptions related to the number of City Implementation Project Team staff used in the development of the resource hour estimates should be included.

4.9 Project Schedule

The City has determined that implementation will take a phased approach (as opposed to a "big-bang" cutover). As part of the eighth tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables. The Project schedule shall be in a Gantt chart format developed in Microsoft Project. The response should factor in the City's phasing and timelines as presented in Table 04 of this RFP.

4.10 Functional and Technical Requirements/Capabilities Response

The ninth tab of the Proposal should include the proposed capability to provide the City's requirements as defined in Functional and Technical Requirements/Capabilities.

When providing responses to the requirements, Proposers shall use the response indicators contained in the following table.

Table 11: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
F	Feature/Function will be available in a future software release available to the City by June 30, 2019 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Proposer shall indicate the cost of such a modification. If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Proposer shall identify this third-party system and include a cost Proposal to secure this system.

4.11 Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan as applicable that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the Selected Vendor, organized by module.

4.12 Software Hosting

The eleventh tab of the Proposal shall include a full description of the Proposer's technical and operational capabilities for software hosting. The City has a preference toward a vendor hosted model, yet is willing to consider proposals for both City and vendor hosted deployment models as well as subscription based models.

The Proposer shall include the following information in addition to this description:

1. Where are the data center and storage facilities?
2. Total number of active clients currently served by hosted solutions provided by your company.
3. How many years has your company provided hosted solutions?
4. How are hosted software applications deployed for use by numerous customers?

5. What availability and response time do you guarantee?
6. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
7. What is your process for notification of standard maintenance and down-time?
8. Please describe the industry data center standards, e.g. ISO 27001, that your company complies with and your compliance history and performance over the past 5 years.

The Proposer shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

4.13 Testing and Quality Assurance Plan

The twelfth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer's standard approach for achieving quality assurance.

4.14 Training Plan

The thirteenth tab of the Proposal should include the proposed Training Plan and approach. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed. The tab should also include responses to the following questions:

1. What provision does the Offeror have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.

2. What provision does the Offeror make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.

3. What provision does the Offeror make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?

4. What provision does the Offeror make to provide technical training to City IT staff, as necessary? Please address how the Offeror will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.

5. Describe what training facility configuration and equipment requirements are sufficient to deliver the training being proposed.

6. Does the Offeror have the ability to provide web-based training? Please provide details related to web-based training offerings.

7. What provision will the Offeror make for having a system environment available for training exercises, and when? What data (live, sample, etc.) will be used for training City staff on the use of the system?

4.15 Ownership of Deliverables

As part of the fourteenth tab, Proposals should identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 7 should be appropriate based on the roles identified for each Project deliverable.

Table 12: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.

Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of Project deliverables should be included in the Proposer's Proposal is included in Attachment E, Ownership of Deliverables.

4.16 Sub-Contracting

The fifteenth tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.17 References

The sixteenth tab of the Proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) City/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. The City requests that three (3) references shall be from City/municipal governments that have been live with the current software version for a minimum of two (2) years, and two (2) references that have been live with the current software version for less than one (1) year.

In the event the Proposer cannot provide the required five references, Proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that utilized the same Project manager as will be recommended for this Project, and the same scope of functional areas. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the Proposer's references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the Proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Proposer. The Proposer should describe why the client left, and what steps the Proposer has taken to correct the issues that resulted in the client's departure.
Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.18 Site Visit References

The seventeenth tab of the Proposal should include the contact information for three (3) similarly-sized

City/municipal governments with which the City may conduct site visits.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.19 Response to Narrative Questions

The eighteenth tab of the Proposal should include the Proposer's response to the following narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of Project management responsibilities between the City and the Selected Vendor.
4. Based on current client obligations, what is the earliest you can begin implementation after contract signing, and what activities would the Proposer expect to occur within the first 60 days of contract signing?
5. What other system modules or products would the Proposer recommend to be complementary to the Project Scope as described in Section 2.0?
6. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
7. What is the name and current release number of the product(s) being proposed?
8. When will the next release be available (both major and minor releases)?
9. How often are releases provided, and what is the process to test each release? Would the City be able to test releases in a test environment prior to pushing updates to a live environment? Does the system have the ability to roll back updates should challenges or bugs be encountered?
10. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
11. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
12. What other applications will the product being proposed integrate with or have integrated with in the past?
13. What sets your firm's product being proposed apart from your firm's competitors?
14. What is your approach for integrating with financial systems? The City is currently evaluating replacement financial systems and is considering integration options, including but not limited to performing community development related cashiering functions in the future financial system.

4.20 Exceptions to RFP Requirements and Conditions and Terms and Conditions

The nineteenth tab of the Proposal should include any exception the Proposer takes to either the requirements and conditions of this RFP or the terms and conditions in the City of Santa Fe Information Technology Agreement (Attachment M). The Proposer will describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.21 Attachments: Required Forms

The twentieth tab of the Proposal should include the following Forms and Attachments:

See MS Word document "City of Santa Fe CD RFP - Forms.docx"

1. Attachment A – Vendor Reference Form
2. Attachment E – Ownership of Deliverables
3. Attachment F – Receipt of Addenda Form
4. Attachment G – Statement of Non-Collusion Form
5. Attachment H – Responsibility of Data Conversion Activities
6. Attachment I – Company Background and History Form
7. Attachment J – Proposed Software Modules Form
8. Attachment K – Local Preference Certification Form
9. Attachment L – City of Santa Fe Ordinance No. 2003-8
10. Attachment M – City of Santa Fe Information Technology Agreement

The above eight forms should be provided in MS Word.

4.22 Price Proposal

The Contractor's compensation for all systems and services set forth in this Scope of Work, including changes and modifications to the system over time is to be included in the per-Citation fee in the Cost Proposal.

The Proposer's Price Proposal should be provided under separate cover from all tabs of the Proposer's Technical Proposal. The Price Proposal shall consist of:

1. Proposals shall provide a detailed breakdown of all Proposed PARCS components and associated proposed pricing for each component; including but not limited to required hardware, software and all accessories which are required for a fully functional PARCS as defined in the Technical Specifications of the PARCS RFP. All proposed pricing is subject to final negotiations upon selection of the PARCS provider but prior to finalization of the contract.

5.0 Special Conditions

5.1 Procurement Type

The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the City, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The City must be notified in a timely manner of all proposed price increases. Refer to Article 3(B) of Attachment M for payment terms and conditions.

5.2 Variation in Scope of Work

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the City or if such variation has been caused by documented conditions beyond the Offeror's control, and then only to the extent, as specified elsewhere in the contract documents.

5.3 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.4 Cancellation of Request for Proposal

The City reserves the right to cancel all or any part of this order, in this case the Request for Proposals, without cost to the City if the Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost occasioned by the City due to the Offeror's default. The Offeror shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Offeror and these causes have been made known to the City of Santa Fe in written form within five working days of the Offeror becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the City shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule. The rights and remedies of the City are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

5.5 Pricing Structures

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

   Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

   - Explain all factors that could affect licensing fees;
   - Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
   - Indicate which product versions, operating platform(s), are included for each price;

- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for services as incurred.

Costs for the proposed solution should be submitted as follows:

- The City will not consider time and materials pricing. Proposers shall provide not to exceed base pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "Not Proposed;" and,
- Proposer shall make clear the basis of calculation for all fees.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with a module (i.e. code enforcement) will be paid upon City acceptance of the project phase associated with the module. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software and hardware maintenance costs will not increase in the first five years upon live operation.

5.6 Invoicing

The Offeror's invoice shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

Invoices must be submitted to City of Santa Fe, Parking Division, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 and NOT THE CITY'S PURCHASING AGENT.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The price shall include all taxes applicable. The City is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process. Refer to Article 11 of Attachment M for warranty terms and conditions.

5.12 Insurance Requirements

Proposer shall, at Proposer's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5. The Proposer shall furnish a certificate of insurance to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of New Mexico and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys and volunteers as set forth in this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

a.	General Aggregate	$2,000,000.00
b.	Each Occurrence	$1,000,000.00
c.	Personal Injury	$1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

i. Per Claim/Aggregate $2,000,000.00

ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

C. Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of New Mexico, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

a. Combined Single Limit $1,000,000.00

E. Umbrella:

i. Limits:

a. Each Occurrence/Aggregate $2,000,000.00

F. The City, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees agents as herein provided.

5.13 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.14 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of New Mexico and is licensed to conduct business in the State of New Mexico;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.15 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.16 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The City may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.17 Alternate Proposals

Alternate PARCS Proposals will not be accepted.

5.18 Subcontractor Information

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of New Mexico business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Project Manager or contract administrator designated by the City.

5.19 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.20 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.21 Contract Negotiation

After final evaluation, the City may negotiate with the Offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, the City anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at the City of Santa Fe, Parking Division offices, and the Offeror will be responsible for all costs including its travel and per diem expenses.

5.22 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all proposers.

5.23 Non-Discrimination

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

5.24 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal. In signing this bid or proposal, the Offeror certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

5.25 Standards of Conduct

The City of Santa Fe conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our City.

5.26 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As

a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

5.27 Resident, Local, or Veterans Preference

a. Intent and Policy: The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

   With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

   To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

   Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

   For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

   All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

b. Non-Application-Competing In-State Bidders: If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the City Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

   If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

c. Application for Local Preference: For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

   i. Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the

Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

ii. The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

iii. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

iv. An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Attachment K – Local Preference Certification Forms.

v. If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

vi. The local preference or resident business preference is not cumulative with the resident veteran business preference.

d. Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 of the City Procurement Manual are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

e. Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

f. Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

g. Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

h. Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

5.28 Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached to this RFP as Attachment L. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this Contract.

5.29 Protests and Resolutions Procedures

Any proposer, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

5.30 Assignment

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Offeror, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Offeror from its obligations and liabilities under this order.

5.31 System Transition upon Contract Termination or Expiration

The Contractor agrees that City of Santa Fe will own all data collected and maintained by the system upon termination or expiration of the Contract, and following termination or expiration of the Agreement.

Contract shall provide to City of Santa Fe all data in a readable electronic form determined by agreement of both parties at no cost to the City and within 30 days of request. The Contractor also shall agree to assist the City transition to another Contractor for the same or similar services. Transition costs will be negotiated at the time of termination or expiration of the Agreement.

Forms and Attachments

See MS Word document "RFP – PARCS Forms and Attachments.docx"

Attachment A – Vendor Reference Form

Attachment E – Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Statement of Non-Collusion Form

Attachment H – Responsibility of Data Conversion Activities

Attachment I – Company Background and History Form

Attachment J – Proposed Software Modules Form

Attachment K – Local Preference Certification Forms

Attachment L - City of Santa Fe Ordinance No. 2003-8

Attachment M - City of Santa Fe Information Technology Agreement

Attachment A – Vendor Reference Form

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Sections 4.17 and 4.18 of the RFP.

1. General Background

Name of Client:

Number of Employees: Operating Budget:

Address:

Project Manager/Contract: Title:

Phone Number: E-Mail Address:

Summary of Project and Current Status:

2. Project Scope

Please indicate all modules that were implemented as part of the project:

Plan Tracking and Review	☐	Code Enforcement	☐
Permitting	☐	Business Licensing	☐
Inspections	☐	eGovernment and Web Capabilities	☐

3. Project Information

Total Project Budget:

Project Start Date: Project End Date:

Attachment E – Ownership of Deliverables

Vendors shall complete Table E-03 below based on whether the roles identified are supported by the proposed approach and implementation methodology. The roles are defined in Table E-01 and Table E-02 contains the indicators vendors shall use to report their support of the identified roles. Any conflicts shall be noted with a comment. In the event additional deliverables are proposed, vendors shall identify the roles for both the City and Vendor Project Teams.

Table E-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

Table E-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposed supports the prescribed ownership roles with its proposed implementation methodology and approach.
C	Conflict	The proposed has a conflict with the prescribed ownership roles and proposed alternate ownership in its proposed implementation methodology and approach

Table E-03: Ownership of Deliverables

No	Deliverable	Vendor Role	City Role	Vendor Response	Comments
1	Implementation Project Plan	Lead	Assist		
2	System Interface Plan	Lead	Assist		
3	Data Conversion Plan	Lead	Assist		
4	Testing and Quality Assurance Plan	Share	Share		
5	Pre- and Post-Implementation Support Plan	Share	Share		
6	Training Plan	Lead	Participate		
7	System Documentation	Owns	None		
8	Risk Register	Share	Share		

Attachment F – Receipt of Addenda Form

Addendum Acknowledgement RFP

The undersigned acknowledges receipt of the following addendum(s):

Addendum #	Date

I have examined and carefully prepared the submittal documentation in detail before submitting my response to the City of Santa Fe.

Company Name: _____

Authorized Representative: _____
Print

Authorized Representative: _____
Signature

Date: _____

It is the vendor's responsibility to check for addendums, posted on the website at http://www.santafenm.gov/bids_rfps prior to the submittal due date.

If the submittal has already been received by the City of Santa Fe, vendors are required to acknowledge receipt of addendum via email to the RFP Point of Contact prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

Attachment G – Statement of Non-Collusion Form

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

_____
Signed

_____
Print Name

_____
Title

_____
Date

_____
Contractor Name

_____
Address

_____
City / State / Zip Code

_____
Telephone and Fax

Attachment H - Responsibility of Data Conversion Activities

Vendors shall complete Table H-03 below based on whether the roles identified are supported by the proposed data conversion methodology and approach. The roles are defined below. Any conflicts shall be noted with a comment. In the event additional activities are proposed, the Proposers shall identify the roles for both the City and Implementation Vendor Project Teams.

Table H-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the activity.
Assist	The party provides active assistance for the activity.
Participate	The party provides passive assistance for the activity.
Share	Both parties share equal responsibility for the activity
None	The party has no role in the activity.

Table H-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach.
C	Conflict	The proposal has a conflict with the prescribed responsibility roles and proposed alternate responsibility in its proposed data conversion methodology and approach

Table H-03: Responsibility of Deliverables

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
1	Conversion Analysis	Lead	Participate		
2	Crosswalk Development	Lead	Participate		
3	Provide Conversion Data	None	Lead		
4	Provide File Layouts/Data Maps of Existing System	None	Lead		
5	Proof Data Provided	Assist	Lead		
6	Analysis of Data to be Converted	Lead	Assist		
7	Developing and Testing Conversions	Lead	None		
8	Review and Correct Errors	Share	Share		
9	Load Converted Data into Training Database	Lead	Participate		
10	Confirmation of Converted Data in Training Database	None	Lead		
11	Approval/Sign-Off of Converted Data in Training Database	None	Lead		

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
12	Load Converted Data into Live Database	Lead	Participate		
13	Confirmation of Converted Data into Live Database	None	Lead		
14	Approval/Sign-Off of Converted Data in Live Database	None	Lead		

Attachment I – Company Background and History Form

Vendors shall complete a Company Background and History Form in accordance with Section 4.6 of the RFP. If a partnership with third-party companies is a part of a Proposal, the company background and history form shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

Table I-01: Company Background and History

Metric	Response
Total number of employees	
Type and number of employees committed to the product and support being proposed	
Office locations	
Total number of active clients	
Total number of active government clients	
Total number of active City government clients	
Total number of New Mexico clients	
Total number of New Mexico City clients	
Total number of completed implementations of the proposed product and version	
Total number of active government clients using the proposed product version	
Total years offering government Community Development Systems	
Largest active government installation including population	
Smallest active government installation including population	
Other products offered by company	

Please provide responses to each of the following narrative questions, or provide the requested information:

1) Please provide any business and development plans for all product and support services proposed in connection with this submission

2) Please provide a breakdown of revenue between new license fees, maintenance, and upgrade charges for last year for the product(s) being proposed, as well as other products offered by the company.

Table I-02: Product Revenue

Product Name	New License Fees ($)	Maintenance ($)	Upgrade Charges ($)

3) Please provide documentation illustrating the company organization and segmentation.

4) Please provide a breakdown of expenses for the last year spent in connection with research and development for the product(s) being proposed, as well as other products offered by the company.

Table I-03 Research and Development Expenses

Product Name	Research Expenses ($)	Development Expenses ($)

Attachment J – Proposed Software Modules Form

Vendors shall complete table J-01 in accordance with Section 4.3 of the RFP. Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table J-01 cannot be proposed complementary or optional.

Table J-01: Proposed Functional Areas/Modules

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area	Third-party Partnerships and/or Solutions Successfully Integrated* with, in the Past
1	Plan Tracking and Review		
2	Permitting		
3	Inspections		
4	Code Enforcement		
5	Business Licensing		
6	eGovernment and Web Capabilities		

*Successful integration should include only those instances where both the software and the client are in production environments.

Attachment K – Local Preference Certification Forms

Vendors shall complete, if applicable, the Local Preference and Veteran Preference Certification Forms included in this attachment in accordance with Section 5.37 of the RFP.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____

Street Address_____**City**_____**State**_____**Zip Code**

City of Santa Fe Business License #_____**(Attach Copy to this Form) Date**

Principal Office was established:_____**(Established date Must be six months before date of Publication of this RFP or RFB).**

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title:_____**Date:** _____

Subscribed and sworn before me by_____ **this _, day of**

My commission expires _____ _____ **Notary Public**

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this Procurement:

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $3M.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January I and ending on December 31, the following to be true and accurate:

"In conjunction with this Procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a Contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works Contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the Procurement involved if the statements are proven to be incorrect.

Attachment L - City of Santa Fe Ordinance No. 2003-8

This Attachment is being provided to Vendors for reference, in accordance with Section 5.38 of the RFP.

CHAPTER XXVIII WAGE REQUIREMENTS

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the "Living Wage Ordinance". (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As

a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.
(Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6
(E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter". (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to

do business in Santa Fe.
(Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as

an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year therafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars ($100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.
(Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

28-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editors Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after

a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.
(Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent

location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)

CHAPTER XXVIII WAGE REQUIREMENTS

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City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$11.40
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

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

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [**Insert Name**] or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **[Insert Name]** or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. [**CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[**CHOICE #2** – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[**CHOICE #3** – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[**CHOICE #4** – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. [**CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] [**CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.

3. Rights to Data. [**CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest,

if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

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

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day

notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

ARTICLE 7 – TERMINATION MANAGEMENT

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

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

and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

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

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source 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, during the time when the Contractor, its 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) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.]

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City.

Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1-** Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2 –** Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:
[Insert Contractor Staff Name(s)]

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

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1-** Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent 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 state 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – 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.

ARTICLE 17 – EQUITABLE REMEDIES

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. 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 City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – 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 this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

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

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount 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.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City 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. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

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

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - 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 for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place;

or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

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

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

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

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

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

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

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

ARTICLE 29 – NOTICES

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

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

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

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:
   1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
   2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. 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.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. 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 such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [**Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday,

Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

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

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

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: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name**]

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.

	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.
Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours]**. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)]**. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days]**. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals,* entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal,* or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

_____

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

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

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **[Insert Name]** or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [**Insert Name**] or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the

Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. **[CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[CHOICE #2 – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[CHOICE #3 – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. **[CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. **[CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

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

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan

that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
    3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

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

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

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

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source 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, during the time when the Contractor, its 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) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.]

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City. Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1**- Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2** – Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

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

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1**- Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent 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 state 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;

(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – 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.

ARTICLE 17 – EQUITABLE REMEDIES

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. 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 City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation

or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – 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 this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

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

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount 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.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City 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. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

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

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - 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 for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

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

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

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

requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

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

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

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

ARTICLE 29 – NOTICES

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

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

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

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. 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.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. 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 such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. **[Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

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

ARTICLE 33 – FORCE MAJEURE

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

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

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: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 5/21
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name]**

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub-Tasks	Description

[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 – Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.
	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.

Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours**]. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)**]. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days**]. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

City of Santa Fe, New Mexico
Memorandum

DATE: **January 8, 2021**

TO: **Governing Body**
Finance Committee
Public Works Committee

VIA: **Regina Wheeler, Director, Public Works Department** RW
Noel Correia, Director, Parking Division NPC

FROM: **Matthew Knowles, Contract Administrator** MPK

ACTION REQUESTED

Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI), certified by the PARCS equipment manufacturer, TIBA. ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement, and will not exceed the approved total project cost of $1.5 million. The manufacturer's warranty term will be two years from date of project acceptance. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

BACKGROUND AND SUMMARY

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no longer a certified and authorized dealer, installer or service provider for the TIBA manufactured PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor.

The installation of the new PARCS has been completed in all three (3) City garages and is fully operational. There are a number of minor equipment adjustments needed identified during testing and acceptance which will be completed by ATI upon approval by the Governing Board of this Amendment 1 to IT Agreement 19-0828.

PROCUREMENT METHOD:

The original procurement method was RFP '18/49/P. This Amendment 1 does not change the original cost or scope of the PARCS agreement, just assigns the remaining balance of that agreement to the new vendor.

CONTRACT NUMBER:
The original Munis contract number is 3201424, the new Munis contract number is 3202486.

FUNDING SOURCE:

Item#_____

Munis Contract#3201424

CITY OF SANTA FE

AMENDMENT No. 1 TO

INFORMATION TECHNOLOGY AGREEMENT

ITEM#19-0828

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated 10/30/19 (the "Agreement"), between the City of Santa Fe (the "City") and Souder Corporation d.b.a. Mountain Parking Equipment. (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. The Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the Proposer most advantageous to the City; and

B. An RFP No. '18/49/P was issued to provide and install a state of the art Parking Access and Revenue Control System (PARCS);

C. Under the terms of the Agreement, Contractor has ascertained that they are a certified and authorized dealer, installer and service provider for PARCS equipment manufactured by an independent PARCS manufacturer TIBA and has agreed to install PARCS by TIBA, provide warranty and service as outlined in Exhibit A, attached hereto and incorporated herein by reference.

D. Pursuant to Article 23 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. ASSIGNMENT

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no

longer a certified and authorized dealer, installer or service provider for the TIBA PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor:

Associated Time Instruments, Inc. (ATI)
6699 Portwest Dr., Suite 160
Houston, TX 77024

2. COST OF PROPOSAL

The original cost of $1.5 million for the PARCS project does not change with the reassignment of this PARCS contract to Associated Time Equipment (ATI).

3. CONTRACTOR PERSONNEL

Article 12 of the Agreement is amended as follows:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Andrew White – Executive Vice President
Michael Ball – Sales Executive

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel

assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

4. NOTICES.

Article 25 is amended as follows:

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

For CITY
Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR

Associated Time Instruments

713-263-1366

www.associatedtime.com

6699 Portwest Dr., Suite 160

Houston, TX 77024

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

5. 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Associated Time Instruments

_____

Andrew White, Executive Vice President

DATE: 1/15/2021

CRS#03-537979-00-0

Registration #228947

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5350455/570500 FD

Org. Name/Org.#

2021 1 5 Amendment 1 PARCS ATI Agreement

Final Audit Report 2021-01-05

Created:	2021-01-05
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6C72tIIoiZDt6kVEI4IF0FUwSoCGnwlh

"2021 1 5 Amendment 1 PARCS ATI Agreement" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-05 - 10:54:18 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-05 - 10:54:42 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-05 - 10:57:52 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-05 - 10:58:01 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-05 - 10:58:01 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201424, Original**

Contractor: **Associated Time Instruments, Inc. (ATI)**

Description: **An Amendment to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the PARCS agreement to a new vendor, ATI, who is certified by the equipment manufacturer, TIBA. The new vendor contract in MUNIS is 3202486.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/18/2019** Term End Date: **06/30/2023**

☑ Approved by Council Date: **10/18/2019**

Contract / Lease: **Purchase and install Parking Access and Revenue Control System**

Amendment # **01** to the Original Contract / Lease # **19-0828**

Increase/(Decrease) Amount $ **Compensation will not exceed the $114,920.06 remaining Agreement balance.**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Amend IT Agreement 19-0828 to assign remaining portion to replacement vendor.**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
This is the first time this Agreement has been amended.

3. **Procurement History:** **RFP #'18/49/P**

Fran Dramaway (Feb 12, 2021 08:51 MST)

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **A New Mexico Finance Authority loan** **Org / Object:** **5350455/570500**

Alexis Lotero (Feb 12, 2021 08:39 MST) Feb 12, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Matthew Knowles** Phone # **(505) 955-6674**

Email: **mpknowles@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Associated Time Instruments, Inc.

Procurement Title: Installation of Parking Access and Revenue Control System, RFP '18/49/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Works, Parking Division Staff Name Noel Correia, Director

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Noel Correia — Noel P. Correia — Parking Division Director — 01/06/2021

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway

Fran Dunaway (Feb 12, 2021 08:51 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ASSOCIATED TIME INSTRUMENTS CO, INC.
DBA: ASSOCIATED TIME INSTRUMENTS CO, INC.

Business Location: 9104 DIPLOMACY ROW
DALLAS, TX 75247

CRS Number: 03-537979-00-0

Owner: ASSOCIATED TIME INSTRUMENTS CO, INC.

License Number: 228947

License Type: Business License - Renewable

Issued Date: December 09, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 09, 2021

Fees Paid: $10.00

ASSOCIATED TIME INSTRUMENTS CO, INC.
9104 DIPLOMACY ROW
DALLAS, TX 75247

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2020

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

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

PRODUCER
Upshaw Insurance Agency, Inc.
801 S Fillmore Ste 300
Amarillo TX 79101

CONTACT NAME: Lauren Lane
PHONE (A/C, No, Ext): 806-468-0400 **FAX (A/C, No):** 806-468-0450
E-MAIL ADDRESS: laurenf@upshaw-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins. Co	23396
INSURER B : Travelers Property Casualty	36161
INSURER C : Amerisure Insurance Co	19488
INSURER D : Certain Underwriters at Lloyds	
INSURER E :	
INSURER F :	

INSURED ASSOC-4
Associated Time Instruments Co Inc., dba Associated Time & Parking Controls, Inc
CTE Systems; I-3 Concepts; I-3 C;
9104 Diplomacy Row
Dallas TX 75247

COVERAGES **CERTIFICATE NUMBER:** 1766633706 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP20913290702	2/28/2020	2/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20913280602	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	ZUP15S14431-20-NF	2/28/2020	2/28/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC209133006	2/28/2020	2/28/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Property Cyber Liability			CPP20913290702 WN1128991	2/28/2020 2/28/2020	2/28/2021 2/28/2021		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
* Named Insured Continued: Beehive Time & Parking Technologies Endorsements shown apply only if there is a written contract between the named insured & certificate holder that requires such coverage. GL & AU: Policies include a blanket additional insured endt (GL per attached CG7085 (10/15) with primary & non-contributory language and ongoing & completed operations). UMB: follows form on underlying GL, AU, and WC policies. GL,AU & WC: Policies include a blanket waiver of subrogation endorsement. Blanket 30 days notice of cancellation applies except 10 days for non-pay.

CERTIFICATE HOLDER
City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Information Technology Agreement

Contract No._____ ITEM # 19-0828

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **Souder Corporation dba Mountain Parking Equipment**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. '18/49/P to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

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

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the City's Contract Manager.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be designated by the Parking Division Director.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

K. "DoIT" shall mean the Department of Information Technology.

L. "DFA" shall mean the Department of Finance and Administration;

M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.

N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

O. "GRT" shall mean New Mexico gross receipts tax.

P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City.

V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Leonard Romero, Parking Maintenance Supervisor, or his/her Designated Representative.

W. "Qualified" means demonstrated experience performing activities and tasks with Projects.

X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.

AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 23.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use the TMS-SmartPark -TIBA Management System Standard Edition Single Facility License. TMS-SmartPark-*Upgrade to Enterprise Edition-Single Site Enterprise License. Upgrade* from Single Central PARCS controller to 3 PARCS Controller. Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

E. Source Code. The Parties agree the City has no right to Contractor's Source Code.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

F. The City's Rights.

1. Rights to Software. The Parties agree the City does not have rights to the Software except as explicitly stated in this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City.

The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed one million five hundred thousand dollars ($1,500,000.00) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in

writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP No. '18/49/P**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the thirty (30) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Maintenance of PARCS equipment contract, terms of which will be ongoing, as negotiated by the City. Ongoing maintenance contract will be effective at the end of the first two-year warranty period provided by the equipment manufacturer. Term shall comply with §13-1-150

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

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

ARTICLE 7 – TERMINATION MANAGEMENT

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

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

at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

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

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source 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, during the time when the Contractor, its 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) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. The Contractor will own the Intellectual Property.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for twelve (12) years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Scott Souder, President
Zach Souder, Vice President
Kevin Humphreys, Operations Manager/Sales Engineering
Anne Mirabella, Service Manager, IT Manager
Kate Fey, Project Supervisor
Ryan Welsh, Sales Engineer

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding

replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

ARTICLE 13 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 14 – 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.

ARTICLE 15 – EQUITABLE REMEDIES

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. 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 City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 17 – 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 this Agreement's approval authorities.

ARTICLE 18 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

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

ARTICLE 19 – RELEASE

The Contractor's Acceptance of final payment of the amount 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.

ARTICLE 20 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City 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. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 21 –CONFLICT OF INTEREST

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

ARTICLE 22 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this 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 for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 23 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

ARTICLE 24 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

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

ARTICLE 25 – NOTICES

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

For CITY
Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR
James Scott Souder, President
Souder Corporation dba Mountain Parking Equipment
ScottSouder@mtnpark.com
(720) 259-4883
2009 S Cherokee Street
Denver, CO 80223

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

ARTICLE 26 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. 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.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. 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 such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

ARTICLE 27– SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 28– TIME

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

ARTICLE 29 – FORCE MAJEURE

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

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: 10/18/19

CONTRACTOR:

See Attached
NAME AND TITLE

DATE: _____

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

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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: 10/18/19

CONTRACTOR:

James Scott Souder
NAME AND TITLE President

DATE: 10/30/19

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

APPROVED AS TO FORM:

8/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

For Mary McCoy 10/17/19
MARY MCCOY, FINANCE DIRECTOR

52155.562600 or #5350455
Business Unit / Line Item

Exhibit A – Scope of Work
Mountain Parking Equipment
Parking Access and Revenue Control System (PARCS)

Mountain Parking Equipment, Primary Contractor, Scope of Work

Mountain Parking Equipment (MPE) will:

- Remove the existing parking equipment and Install a new flexible, scalable, modular parking system. The installation will be a phase approach beginning with the Railyard Municipal Parking Garage.
- For the lane equipment installation MPE will utilize the existing inter island conduit for connectivity between the gates and ticket dispensers. The installation of the new Pay on Foot machines will involve new conduit. Conduit and power will be installed by the electrical subcontractor.
- Electrical subcontractor is a local Santa Fe electrical company named Alive Electric. They will install the necessary new conduit for low voltage and power for the new parking system. Including but not limited to new Pay on Foot machines, new License Plate Recognition cameras, and new space available signs.
- To ensure penetrations into the concrete are safe MPE will conduct sonar scans of the drive lane to map out snow melt and various other penetrations needed for this project. Including the area where the directional loop counts will be for the level counts between P1, P2, and P3.
- Sequenced approach to Railyard installation:
    - Meet with City Project Manager and review the intended execution plan. Schedule and utilize sonar to check and verify concrete penetration areas. Electrician starts running conduit at Level P1 to Various Pay Stations
    - Electrician continues installation of Pay Station conduit and installs camera conduit
    - Receive TIBA equipment. Flash and Test in MPE office
    - Transport equipment from Denver to Santa Fe
    - Install computers which includes working with Santa Fe IT for network infrastructure evaluation and testing internet speeds. MPE will run test credit card transactions to ensure that the transactions are recorded in the proper bank account and double-checked for proper MID and TIDs transmissions. MPE will ensure the transactions are correctly recorded and settled.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in turn would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non-proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (I 0) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates_include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document.

It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.
Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for desi$_{gn}$ated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. *The Contractor shall include* a full description of the desi$_{gn}$ and function of this module in the System Definition Document.

F5. 5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5. 6 Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5. 7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or ma$_{gn}$etic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability desi$_{gn}$ed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. A VI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options.

The LPR process control module shall assist in the capture, processing and matching of LPR images.

FS.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

FS.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

FS.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

FS.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

FS.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow

the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's desi$_{gn}$ shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parkfng entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED si$_{gn}$ for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information si$_{gn}$s and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and desi$_{gn}$ to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All

elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements.

"Red/Green lane status $si_{gn}s$ shall convey lane status information such as, whether the lane is open or closed. Where appropriate these $si_{gn}s$ shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED $si_{gn}s$ and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the si_{gn} or to the device controlling it. Certain device malfunctions *shall result in an* automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED si_{gn} proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable *of receiving* input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be $desi_{gn}ed$ so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge.

Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

FB.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the ml}gnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction infonnation, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

FB.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.
The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SOD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe confi$_{gu}$ration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required confi$_{gu}$ration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15

seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be confi$_{gu}$red in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be confi$_{gu}$rable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).
The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: *"PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD"* or similar patron instructions as approved by the City and to be placed in accordance with the City's $_{gu}$idelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distin$_{gu}$ish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the

facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1 Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is

completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.

Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media fonnat) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when confi$_{gu}$red for public

patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable

time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be confi$_{gu}$rable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data.

Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9. 6 Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9. 7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

FlO. Special Purpose Fee Computers

FJ0.J. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly confi$_{gu}$red workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This

device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of

the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

FII.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets ifleft in the POF after a user-defined timeout period.

Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The

receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

FJJ.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

FJJ.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and

Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's ChiefInformation Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and

communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be confi$_{gu}$red in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software confi$_{gu}$ration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, confi$_{gu}$re, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch confi$_{gu}$rations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.
All network switch installations and confi$_{gu}$rations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.J. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and confi$_{gu}$re one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

FJ8.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G *REPORTS AND REPORTING CAPABILITIES*

GI. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF or CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If' analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue infonnation in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 6 Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices or components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees).

This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report desi$_{g\,n}$ed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report desi$_{g\,n}$ed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose

location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking

facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H.J. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane

confi$_{gu}$rations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be confi$_{gu}$red in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall he routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be confi$_{gu}$red so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the desi$_{gn}$ated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a confi$_{gu}$rable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

HJ.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no forei$_{gn}$ object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

ILPR Task	Requirement I

Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

Note: *During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

HJ.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

HJ.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

HJ.S. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle

license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

Hl. 5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

Hl.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

Hl.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or artempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall

be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

HJ. 7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

HJ.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or

levels of all public parking facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.
It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count si_{gn}age, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem $desi_{gn}$ features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss

appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count sign s associated with the Parking Space Count Subsystem. These sign s shall include 'monument' or 'scoreboard' sign s at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status sign s for each area, floor or level to be controlled by the subsystem. All sign s provided as a part of the Parking Space Count System shall meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for sign age of this type. At a minimum, sign s shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of sign age submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project... The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation suhsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron

and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

HS.I. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program.

The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document,.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

L SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be desi$_{g\,n}$ed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be desi$_{g\,n}$ed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

11. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

d) **Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611.**

Committee Review:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8b Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611. **Committee Review:** Finance Committee: 03/01/2021 Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

DATE: **February, 23 2021**

TO: **Public Works & Utilities Committee & Finance & City Council**

VIA: **Shannon Jones, Public Utilities Director** Shannon Jones
Jesse Roach, Water Division Director

FROM: **Randy Lopez, Transmission & Distribution Supervisor** RL

ITEM AND ISSUE:
Transmission & Distribution is requesting approval for 2 new units.

BACKGROUND AND SUMMARY:
Transmission & Distribution is requesting to replace and purchase 2 units, 1995 Ford F150, FA #24986, this unit has 128,965 miles, unit is in shop for a lot of repairs, FA # 29897 is 2009 F-450, 66,140 miles but has a blown engine, and this is the 2nd time the engine has blown. New units will be a 2020 F-150 and F-350, purchase amount for new units is $85,484.85, Units will be purchased through Phil Long Ford through the CES Contract.

- CES RFP 202031A Contract #2020-31A-C102
- ORG #5050386-Object Code#570950, $85,484.85

RECOMMENDED ACTION:
Please approve replacement of 2 Units, in the total amount of $85,484.85

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	010621-2
QUOTE DATE	January 6, 2021
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: City of Santa Fe
ATTN: Randy Lopez

PRICE AGREEMENT: CES Contract # 2020-31B-C102-ALL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2020 Ford F350 SRW Extended Cab 4WD Chassis	46,235.00	$46,235.00
1	*CES Discount (22%)*	(10,171.70)	($10,171.70)
1	Scelzie 9' Service Body	10,995.00	$10,995.00
1	Safety Lighting Package to include Light Bar and Perimeter Flashers	2,850.00	$2,850.00
	PICTURE LINK: https://phillongdenver.worktrucksolutions.com/work-truck/2020-Ford-F350-service-truck-3294512		

Additional Information:

Proposal valid for 30 Days

	49,908.30
	$49,908.30 Total AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	092820-1
QUOTE DATE	January 5, 2021
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: City of Santa Fe Water Utility
ATTN: Randy Lopez

PRICE AGREEMENT: CES Contract # 2020-31A-C102-ALL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	202 Ford F150 Extended Cab 4WD Pickup 6 1/2' Bed *Specifications include: 2.7L EcoBoost Engine, Auto Transmission, Power Windows - Doors - Mirrors - Keyless Entry,* Trailer Tow Package. Exterior Oxford White.	40,735.00	$40,735.00
1	CES Discount (27%)	(10,998.45)	($10,998.45)
1	Fiberglass Wor shell with horizontal side compartments and rear horizontal door.	2,990.00	$2,990.00
1	Safety lighting package to include roof width lightbar and perimeter LED flashers. Unit is in stock.	2,850.00	$2,850.00

Additional Information:

Proposal valid for 30 Days

	35,576.55
	$35,576.55 Total AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552

DocuSign Envelope ID: 1866CDDF-DD1E-40CD-990C-6A569AF86F21

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Rhett Butler
Phil Long Ford of Raton, LLC
223 S. Second Street
Raton, NM87740

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C102-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

TnD Replacement Units (002)

Final Audit Report 2021-02-25

Created:	2021-02-25
By:	Mikayla Trujillo (mjtrujillo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJTMWZiabqL4s3W0IwGvTObA32JlKYbos

"TnD Replacement Units (002)" History

Document created by Mikayla Trujillo (mjtrujillo@ci.santa-fe.nm.us)
2021-02-25 - 6:57:32 PM GMT- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-25 - 6:58:38 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-25 - 7:45:12 PM GMT- IP address: 104.47.64.254

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-25 - 7:45:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-25 - 7:45:23 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUSE NO. 8c Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the total amount of $85,484.85; Phil Long Ford via the Cooperative Education Services via the Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246) **Committee Review:** Public Works and Utilities Committee: 03/08/21 Finance Committee: 03/22/21 Governing Body: 03/31/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: March 5, 2021

To: Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

Via: Jesse Roach, Water Division Director JR

From: Christine Chavez, Water Conservation Manager CC
CC

RE: Bee City USA Affiliate Program

EXECUTIVE SUMMARY:

The Bee City USA Resolution creates the opportunity for the City to partner with 22 internal and external partners to support bee pollinator habitats in the City of Santa Fe. This project is in alignment with the City's new "TreeSmart Santa Fe" initiative.

BACKGROUND:

The City's Water Conservation section was approached by several organizations for support in designating the City of Santa Fe as a Bee City USA. There are several requirements for the application to be made including that a committee has to be formed to fulfill the requirements of the program which include a public outreach event, an Integrated Pest Management Plan adopted by the City (a requirement that has already been met), and signage requirements across the City informing our residents of designated pollinator habitats. The Randall Davey Audubon Center has volunteered to facilitate a committee process where a representative from the Water Conservation section will serve as the liaison from the City. Many community partners will help support the program on various fronts. This is a unique opportunity for the City to partner extensively with the community to promote, protect, and establish native pollinator habitats within City parks, in water conservation demonstration gardens, and on residential and commercial properties. The efforts align with the Santa Fe Water Conservation section's goal of establishing a plant list that not only supports these habitats but also saves water. The project is listed on the Water Conservation section's 2021 scorecard and funding has already been allocated in this fiscal year to support the project. The project also aligns with Parks Division's goals listed in the proposed 2018 Parks, Opens Space, Trails, and Recreation Master Plan and the City's Sustainability Plan. It also supports the objectives of the City's Integrated Pest Management Policy (SFCC 1987, Section 10-7).

Supporting Non-Profits & Groups

- National Audubon Society

- Santa Fe Botanical Garden
- Santa Fe Garden Club
- Native Plant Society
- Institute of Applied Ecology/Santa Fe
- Santa Fe County Extension Master Gardeners
- Historic Santa Fe Foundation
- Buckin' Bees
- Sangre de Cristo Beekeepers Association
- Edible New Mexico
- Railyard Park Conservancy
- Santa Fe Farmer's Market
- Natural Resource Institute NM, Sierra Club
- Santa Fe Green Chamber of Commerce
- Santa Fe Watershed Association

Supporting Agencies

- City of Santa Fe Water Conservation
- City of Santa Fe Parks & Recreation Department
- City of Santa Fe Environmental Services Division
- Santa Fe County Parks & Trails
- Santa Fe Public Schools
- Santa Fe Community College

ACTION REQUESTED:

Adopt the Resolution as presented

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

Councilor JoAnne Vigil Coppler

Councilor Signe I. Lindell

A RESOLUTION

DESIGNATING THE CITY OF SANTA FE, NEW MEXICO, AS A BEE CITY USA AFFILIATE.

WHEREAS, the mission of Bee City USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, the residents of the United States have very diverse dietary choices, rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for

pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management ("IPM") is a decision- making process for managing pests that uses monitoring to determine pest injury levels and primarily uses cultural, mechanical, physical, and biological tools to minimize health, environmental, and financial risks.

WHERAS, the IPM method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests and uses the least toxic synthetic pesticides only as a last resort to manage pests; and

WHERAS, the preservation of historical and cultural landscapes and traditions is a long standing and defining value of Santa Fe, and pollinators, native plants, and agriculture are intrinsic components of preservation; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, the application process to be designated a Bee City USA requires that a committee be formed to handle the various aspects of the program; and

WHEREAS, the Randall Davey Audubon Center has volunteered to facilitate the administration of the ad-hoc committee with one City of Santa Fe ("City") representative serving

as a member of the committee and as a liaison to the City; and

WHEREAS, a City representative is needed to serve as a liaison to the committee to provide input and expertise as it relates to City functions; and

WHEREAS, the designation of the City as a Bee City USA affiliate aligns with the City's "TreeSmart Santa Fe" initiative; and

WHEREAS, broad community support for the designation exists from many outside non-profit organizations and other groups.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Santa Fe chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The City, Water Conservation Section, is hereby designated as the Bee City USA sponsor and will coordinate with the Santa Fe Bee City Committee to achieve the goals of conserving native pollinators.
2. The Water Conservation Section is designated as the City's Bee City USA Liaison to the national Bee City USA organization.
3. The City recognizes the Randall Davey Audubon Center as the host and facilitator organization for the Santa Fe Bee City USA program and the Santa Fe Bee City Committee.
4. The Santa Fe Bee City Committee is encouraged to accomplish the following initiatives:
    a. **Celebration**. Host at least one educational event or pollinator habitat planting or restoration each year to showcase the City's commitment to raising awareness of pollinator conservation and expanding pollinator

health and habitat.

b. **Publicity and Information**. Install and maintain at least one authorized Bee City USA street sign in a prominent location; create and maintain a webpage including, at a minimum, a copy of this Resolution and links to the national Bee City USA website; contact information for Santa Fe's Bee City USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and Santa Fe's recommended native plant species list and integrated pest management plan (explained below).

c. **Habitat**. Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, identifying and inventorying the City's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees; a listing of local suppliers for those species; and tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.

d. **Pollinator-Friendly Pest Management.** Adhere to the City's Integrated Pest Management (IPM) Policy (Section 10-7, SFCC 1987) which is designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods on City property.

e. **Renewal:** After completing the first calendar year as a Bee City USA affiliate, each February, apply for renewal of the City of Santa Fe's Bee City USA designation following the format provided by Bee City USA, including a report of the previous year's Bee City USA activities, and

paying the renewal fee based on the City's population.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021

_____

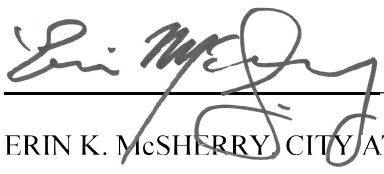
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Designating Bee City Affiliate

FIR No. 3312

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Designating Bee City Affiliate

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities (Water Conservation) and Public Works (Parks Division)

Staff Completing FIR: Christine Chavez Date: 2/4/2021 Phone: 955-4219

Reviewed by City Attorney: _____ Date: Mar 8, 2021

Reviewed by Finance Director: _____ Date: Mar 6, 2021

Summary:
The City's Water Conservation office was contacted by multiple partners to try to gain support for completing the application process to make the City of Santa Fe a Bee's City, USA. The proposed Resolution will help coordinate the efforts of the Parks Division and the Water Conservation office's efforts to recommend native plants that not only use less water but also provide habitats for native pollinators. The Parks Division already has some habitats established and have chosen plants that continue to provide habitats. The Public Utilities Department, Water Conservation Section, will promote similar planting recommendations through www.savewatersantafe.com. The project has gained the support of many community organizations noted in the memo.

Departments Affected:
Public Utilities Division (Water Conservation section) and the Public Works Department (Parks Division)

Consequences of Not Enacting Legislation:
An opportunity has presented itself for the Parks Division and the Water Conservation Section to work collaboratively with many other organizations to promote a recommended native plants list that not only saves water but also supports habitats for native pollinators. The Parks Division and the Water Conservation office already have plans in place to plant these plants and recommend them to the public, but the collaboration will allow for more cohesive messaging and collaboration with other City departments and community groups.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
One of the requirements of the Bee's City, USA application is to implement an Integrated Pest Management (IPM) plan, which the City has already established in SFCC 1987 Section 10-7.

Performance and Administrative Implications:
The project will allow for Parks and Water Conservation to work collaboratively with other partners in the community on projects that overlap with this initiative.

Fiscal Implications:
Both Water Conservation Section and Parks Division have already established in their budgets funding for the planting of compatible plants. This project will allow for the Section and Division to collaborate, which will increase the City's opportunity to leverage each other's efforts of both. The work for this project has been identified in the 2021 Water Conservation scorecard as well as in the City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Christine Chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

Consideration of Resolution No. 2021-__: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth) (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov, 955-4219)

Committee Review:
Quality of Life Committee: 3/3/21
Public Works and Utilities Committee: 3/8/21
Water Conservation Committee: 3/9/21
Governing Body: 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent. Councilor Cassutt-Sanchez wishes to be added as cosponsor.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Water Conservation Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8d Consideration of Resolution No. 2021-__: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth) (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov, 955-4219) **Committee Review:** Quality of Life Committee: 3/3/21 Public Works and Utilities Committee: 3/8/21 Water Conservation Committee: 3/9/21 Governing Body: 3/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Copper for discussion. Approved Unanimously to forward to 3/9/2021 Water Conservation Committee
SPECIAL CONDITIONS OR AMENDMENTS: **Councilor Vigil Coppler and Councilor Lindell request to be added as Co-Sponsors.**
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body, Finance Committee and Public Works Committee**

FROM: **Regina Wheeler, Public Works Department Director** RW

ITEM AND ACTION:

Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights to LEDs for up to $421,185.00 including NMGRT.
Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:

Street lights play an important role in making roadways safe for pedestrians, bicyclists and drivers. Most of the street lights in the City of Santa Fe are high pressure sodium (HPS) luminaires which are an old technology with a short lifespan, high failure rate and high electricity use. By converting street lights to LEDs, the reliability will be improved and electricity use reduced by approximately 60%.

PNM owns approximately 2060 of the approximately 5550 street lights in the City of Santa Fe. The City currently pays PNM, according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents on all of these lights at an additional cost averaging $300,000 per year. After the conversion, PNM will perform routine maintenance and emergency maintenance only on the street lights owned by PNM and the City will not be billed for maintenance on PNM owned lights. A subsequent agreement will be established between PNM and the City specifically defining the changes in the relationship with PNM related to maintaining the City's street lights. The contract with Dalkia considered by Governing Body on February 24, 2021, includes both conversion and ongoing maintenance of City owned lights.

The estimated on-bill electric savings of converting all of the street lights in the City to LED is projected to be $550,000 per year. These savings will pay for the conversion of City owned street lights which is being funded by municipal financing. Municipal financing could not be used to fund the conversion of PNM owned street lights since the City doesn't own the asset. The fee for converting PNM's street lights to LEDs is established by the PRC and will be funded from the 2018 GRT Bond premium.

PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 9 month project which will include community driven design and approval by Governing Body of the final lighting design. A separate contract for conversion of the City owned lights by Dalkia was presented to Governing Body on February 24, 2021.

The lamps being removed will be recycled, and any hazardous waste managed properly by the PNM contractors. The LED luminaires to be installed on PNM street lights will be consistent with the wattage and color of the luminaire to be installed on the City's lights.

PROCUREMENT METHOD:
The procurement method is exempt from procurement since PNM, the local electric utility company, owns these lights and PRC regulations define the conversion by PNM.

BUDGET:
The conversion of PNM owned street lights to LEDs is being paid from the 2018 GRT Bond premium.

$421,185.00 including NMGRT
Project string FA183200IA, Fund 335 Org/Object 3359980.572970

MUNIS CONTRACT NUMBER:
3202499 PNM

SCHEDULE:
Public Works Committee: 02/22/2021
Finance Committee: 03/01/2021
City Council: 03/10/2021

The project is scheduled for completion by December 30, 2021, which is nine months after the Notice To Proceed (NTP).

ATTACHMENTS:
Conversion agreement with PNM
Exhibit A – PNM Certificate of Insurance(s)
Exhibit B – City of Santa Fe Business License(s)
Summary of Contract Form
Other Procurement Method Form

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEW MEXICO

This Agreement for the Conversion of Streetlights Owned by the Public Service Company of New Mexico ("Agreement") is made and entered into this ___ th day of_____, 2021, by and between the Public Service Company of New Mexico ("PNM" or "Company"), a New Mexico Corporation, and the City of Santa Fe ("Santa Fe"), a municipal corporation (collectively, "Parties").

RECITALS

WHEREAS, PNM owns approximately 2057 streetlights located within the City of Santa Fe;

WHEREAS, the streetlights owned by the Company consist of legacy electric light generation methods, including, without limitation, incandescent, mercury vapor, and high pressure sodium lights;

WHEREAS, Santa Fe has asked PNM to convert the Company's existing streetlights into light-emitting diode ("LED") lights (the "LED Streetlight Conversion Project");

WHEREAS, the current agreements and rate tariffs between PNM and Santa Fe that govern the provision of electricity to and maintenance of streetlights are as follows:

(i) Public Service Company of New Mexico Electric Services 16th Revised Rate No. 20 Canceling 15th Revised Rate No. 20 (the "Rate Tariff');

(ii) Agreement for the Ongoing Incidental and Emergency Maintenance of the Street Lights Owned or Maintained by the City of Santa Fe dated _____, 2020 (replacing Street Lighting Agreement between PNM and Santa Fe dated October 23, 1948, and all such amendments, restatements or additional agreements thereto between Santa Fe and PNM).

WHEREAS, Santa Fe recognizes that the Rate Tariff may be changed through a future rate review proceeding before the New Mexico Public Regulation Commission and desires to proceed with the LED Conversion Project subject to costs that may be assessed by the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement;

WHEREAS, the Company, acting in its capacity as a regulated public utility at all times material hereto, will complete the LED Conversion Project and shall charge Santa Fe for costs

associated with the completion of the LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and obligations arising from and related to the LED Conversion Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. PNM's Duties and Obligations.

a. PNM shall contract with and pay third-party contractors to complete the LED Conversion Project.

b. PNM will direct its contractors to acquire the LED lights needed for the LED Conversion Project.

c. PNM will coordinate with its contractors to convert the Company's existing streetlights located within Santa Fe to LED lights by, among other things, providing to its contractors an LED Light Conversion Schedule that will help facilitate the timely completion of the LED Conversion Project.

d. PNM will endeavor to consider Santa Fe's input regarding the LED Light Conversion Schedule, which will set forth the different phases of the LED Conversion Project, organized by the neighborhoods where the conversion of Company- owned streetlights will occur.

e. PNM will direct its contractors to coordinate the appropriate disposal of the old streetlights which will be removed and converted during the LED Conversion Project.

f. PNM will make a good faith effort to complete the LED Conversion Project within 5 months of the signing of this Agreement.

g. PNM will charge Santa Fe for the costs associated with the completion of the LED Conversion Project on a monthly basis in accordance with the terms and conditions of the Rate Tariff and this Agreement.

h. PNM will charge to Santa Fe any depreciated value for those poles or lights that need to be permanently removed for this LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement.

2. The Company's Work Limits. Notwithstanding anything to the contrary in this Agreement, PNM shall make a good faith effort to perform its duties and obligations hereunder but shall have no obligation to perform those duties or obligations to the extent that: (i) such duties or obligations would violate the work hours and limitations required by the Company's collective bargaining agreements and procurement contracts with vendors; or (ii) PNM needs to reallocate personnel that would otherwise perform the duties and obligations to address emergencies or other system needs or outages, within and outside of New Mexico, arising from or related to PNM's electrical service obligations, in PNM's sole discretion.

3. Santa Fe's Duties and Obligations.

a. Santa Fe agrees to issue a Purchase Order to PNM for the completion of the LED Conversion Project, which memorializes in writing Santa Fe's request that PNM convert all Company-owned streetlights to LED lights within the City of Santa Fe in accordance with the Rate Tariff and this Agreement. PNM will share with Santa Fe certain information regarding Company-owned streetlights, if needed, so that Santa Fe can prepare the Purchase Order contemplated by this Agreement. Such information includes the number of Company-owned streetlights, the geographic location of Company-owned streetlights, and the types of Company-owned streetlights, categorized by light wattage.

b. Santa Fe agrees to include within the Purchase Order the following information: (i) the number of PNM-owned streetlights Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project; and (ii) the types of PNM-owned streetlights categorized by light wattage that Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project. Schedule "A" to this Agreement provides a breakdown of PNM's existing streetlights, categorized by light type and light wattage, and lists the Company's installation allowance for each LED operational substitute, per the terms and conditions of the Rate Tariff and Appendix "A" thereto.

c. Santa Fe acknowledges and agrees that all Company-owned streetlights subject to the LED Conversion Project will be replaced with the approved LED operational substitutes listed in Appendix "A" to the Rate Tariff. Santa Fe further acknowledges and agrees that it shall be responsible for all costs associated with the LED Conversion Project which exceed the installation allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads.

d. Santa Fe agrees to pay the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement.

4. Charges, Payment and Late Payments.

a. Subsection (I)(a) of the Rate Tariff states that, "[u]pon request from the Customer, the Company shall convert or install Company owned street lighting fixtures at its own expense up to the limits provided by the [Rate Tariff], with any remaining expenses being the responsibility of the Customer."

b. Subsection (III)(A)(1)(a) of the Rate Tariff states that, "the Customer shall pay all costs for ... [a]ny conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in [the Rate Tariff] ".

c. Article V of the Rate Tariff allows PNM to recover "payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities."

d. The Parties agree that Subsections (I)(a) and (III)(A)(l)(a) of the Rate Tariff allow PNM to charge Santa Fe for all costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff.

e. The Parties further agree that Article V of the Rate Tariff allows PNM to recover payment from Santa Fe relevant to the Company's depreciated investment for any lamp and/or pole associated with the removal of PNM-owned lighting facilities.

f. The Parties further agree that PNM shall charge Santa Fe for the costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff and the costs associated with the Company's depreciated investment in accordance with the terms and conditions of the Rate Tariff.

g. Santa Fe agrees to pay PNM for all costs associated with the LED Conversion Project which exceed the allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads. PNM anticipates the City's total estimated cost of the LED Conversion Project to be approximately $421,185.00. **This is an estimate only, and shall be subject to true-up to the actual cost of the LED Conversion Project**. Nothing in this Agreement shall be interpreted as preventing PNM from billing the City in excess of this estimated amount, and nothing in this Agreement shall be interpreted as relieving the City of its payment obligations in the event the actual total cost of the LED Conversion Agreement exceeds this approximate amount.

h. All billing invoices submitted by PNM against Santa Fe's Purchase Order shall be paid by Santa Fe within 45 days after the date of receipt of the applicable

invoice, unless Santa Fe reasonably and in good faith disputes any invoiced amounts billed against the Purchase Order in accordance with the terms set forth in Section 5 (the "Disputed Amounts"). Except for Disputed Amounts, any amounts not paid after the 75th day following the date of receipt of the applicable invoice will bear interest at the annual rate of 8% or the highest rate allowed by law, whichever is lower, from such date to the date of full payment.

5. Payment Disputes. If Santa Fe disputes any invoiced amount for PNM's performance of the services contemplated herein, Santa Fe must give notice to PNM by the date that such invoiced amount is due and payable in accordance with Section 4(h), setting forth in reasonable detail the basis for the dispute. Upon Santa Fe timely giving notice of any Disputed Amount, the Parties shall refrain from pursuing any other rights or remedies at law or in equity with respect to such Disputed Amount until all commercially reasonable efforts to resolve such Disputed Amounts in accordance with Section 27 are pursued.

6. Taxes. If gross receipts taxes are payable with respect to the duties and obligations performed by PNM hereunder, Santa Fe will be responsible for reimbursing the Company for those gross receipts taxes.

7. Santa Fe's Representations and Warranties. Santa Fe represents and warrants to PNM that the following statements are true and correct as of the Effective Date of this Agreement:

a. There is no pending or threatened, suit, action, litigation, or proceeding against or affecting Santa Fe that affects the validity or enforceability of this Agreement.

b. Santa Fe is not in violation of any law promulgated or judgment entered into by any governmental authority that individually or in the aggregate would affect its performance of any of its obligations under this Agreement.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Santa Fe's compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, Santa Fe's charter or other organizational documents, any law or regulation, or any order, injunction, or decree.

d. To the best of Santa Fe's knowledge, the information provided by Santa Fe relating to this Agreement and the LED Conversion Project is true, correct, and complete in every material respect and contains no untrue statement of material fact and does not omit a material fact that would otherwise make its statements contained in this Agreement misleading.

8. Term; Termination; Effect of Termination.

a. Term. Provided that this Agreement is not terminated earlier in accordance with the terms set forth in Section 8(6) hereof, the Term of this Agreement will be for twelve (12) months beginning on the Effective Date or until the completion of the LED Conversion Project, whichever occurs earlier (the "Term"). The 12-month Term does not modify or otherwise extend the City's obligation to timely pay PNM within 45 days after the date of receipt of PNM's billing invoices, as set forth in Section 4(h) of this Agreement.

b. Termination.

i. Termination for Convenience. Santa Fe may terminate this Agreement at any time during the Term for convenience by providing no less than 90 days ' prior written notice to PNM.

ii. Termination for Cause by Santa Fe. Santa Fe may terminate this Agreement immediately upon written notice to PNM upon the occurrence of any of the following circumstances:

A. PNM becoming insolvent or being unable to pay its debts in the ordinary course of its business; PNM filing a voluntary petition under applicable bankruptcy or other insolvency laws; a receiver being appointed for the business affairs of PNM; any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against PNM that is not dismissed within forty-five (45) days thereafter; PNM making an assignment for the benefit of creditors; or PNM liquidating or ceasing to do business as a going concern;

B. A material breach of this Agreement by PNM and such breach not being cured, to Santa Fe’s reasonable satisfaction, within thirty (30) days following notice thereof;

C. The failure of PNM to comply with applicable law in all material respects with regard to its obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof; or

D. The failure of PNM to maintain the insurance requirements set forth in Section 20.

iii. Termination for Cause by PNM. PNM may terminate this Agreement pursuant to this Section 8(b)(iii) immediately upon written notice to Santa Fe upon the occurrence of any of the following circumstances:

A. Santa Fe becoming insolvent or being unable to pay its debts in the ordinary course; Santa Fe filing a voluntary petition under applicable bankruptcy or other insolvency laws; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against Santa Fe that is not dismissed within forty-five (45) days thereafter;

B. A material breach of this Agreement by Santa Fe and such breach not being cured, to PNM's reasonable satisfaction, within thirty (30) days following notice thereof; or

C. The failure of Santa Fe to comply with applicable law in all material respects with respect to its respective obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof.

c. Effect of Termination of Expiration. Upon the termination or expiration of this Agreement, (i) PNM shall discontinue the performance of all of its duties and obligations under this Agreement and shall prepare and deliver a final invoice for all amounts accrued for tasks performed that have not yet been invoiced to Santa Fe, (ii) and Santa Fe shall promptly pay PNM all unpaid amounts owed and not disputed under this Agreement within forty-five (45) days after the later of the effective date of termination or the date of the final invoice, (iii) each party shall either return or destroy (at the other party's election) the other party's Confidential Information (as such term is defined below), (iv) if either party is in default under this Agreement, the non-defaulting party may exercise any other remedies available at law or in equity , all of which will be cumulative, and (v) Sections 3, 4, 9, 10, and 14 will survive.

9. Release. Santa Fe releases and forever discharges PNM and its agents, personnel, officers, directors, managers, and affiliates from all claims, demands, actions and causes of action, including claims of indemnity or contribution, relating directly or indirectly to (a) the LED Conversion Project; (b) any damage to Santa Fe property, except for damage caused by PNM's negligence, gross negligence, or willful misconduct; (c) any loss or damage arising in connection with any violation of law or applicable safety codes or standards by Santa Fe in connection with the LED Conversion Project; and (d) the failed abatement, remediation, removal, or disposal of any Hazardous Materials (as such term is defined below) arising or resulting from the LED Conversion Project, unless such Hazardous Materials were furnished or used by PNM in connection with its performance of the duties or obligations under this Agreement and in compliance with applicable law.

10. Confidentiality.

a. Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to another party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

b. Protection. Recipient may use Confidential Information of Discloser solely (A) to exercise its rights and perform its obligations under this Agreement; or (B) in connection with the parties' ongoing business relationship. Recipient will not use or disclose any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary Information of a similar nature but with no less than reasonable care.

c. Exceptions. Recipient's obligations under Section 10 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (A) was already known to Recipient at the time of disclosure by Discloser; (B) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (C) is, or through no fault of Recipient has become, generally available to the public; or (D) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11. Hazardous Materials. PNM shall have no responsibility for detection, abatement, remediation, removal or disposal of any substance, material, waste, gas or particulate matter, hazardous substance, pollutant or contamination that is regulated, listed, or identified under any law or that becomes regulated, listed, or identified under any law (collectively, "Hazardous Materials"), except for any Hazardous Materials furnished or used by PNM in connection with the performance of the Company's duties and obligations hereunder.

12. Regulatory Reporting and Cooperation. The parties acknowledge that PNM is regulated by the New Mexico Public Regulation Commission and may be regulated by other governmental agencies including the Federal Energy Regulatory Commission, and that PNM may have certain reporting requirements related to the Company’s duties and obligations hereunder. Santa Fe shall maintain detailed and accurate records of the costs and activities related to the performance of its obligations under this Agreement and shall provide such records, together with

such other information or documents related to the LED Conversion Project as may be reasonably requested by PNM promptly upon request by PNM to the extent required in a regulatory proceeding. Santa Fe shall take such further actions and execute such further documents or instruments as may be reasonably requested by PNM that are reasonably related to PNM's regulatory compliance obligations with respect to the Company' s duties and obligations hereunder.

13. Subcontractors. PNM may use subcontractors in the performance of the Company's obligations under this Agreement.

14. Inspection of Public Records. PNM acknowledges that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) ("Act") is received for materials relating to this Agreement, and provided that such materials are not exempt under the Act ("Exempted Materials"), Santa Fe is required to disclose those records. Santa Fe shall make a good faith effort to determine what materials are Exempted Materials and to not disclose Exempted Materials. Santa Fe shall, unless prohibited under the Act, provide PNM with immediate notice before any disclosure to allow PNM an opportunity, within the Act's fifteen day deadline, to initiate legal action to prevent the release of trade secret, proprietary data, or confidential data, or any other materials that to a reasonable person could be considered Exempted Materials, should PNM wish to do so. Notwithstanding anything to the contrary herein, with the exception of the Exempted Materials, Santa Fe shall not be responsible to PNM for any lawful disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over Santa Fe.

15. Joint Preparation. This Agreement shall be deemed to be jointly prepared. No provision in this Agreement shall be interpreted for or against any party because that party or its counsel drafted such provisions.

16. Time of Performance. This Agreement shall commence upon PNM beginning the work contemplated herein. PNM will endeavor to complete the LED Conversion Project within 5 months of the signing of this Agreement.

17. Authorized Representatives. Each party shall designate and shall have designated at all times one representative authorized to act and administer this Agreement of behalf of the designating party (each, an "Authorized Representative") and shall provide to the other party and update, if necessary, the name, address, telephone number, e-mail address, facsimile, and any other pertinent contact information (collectively, "Contact information") for its Authorized Representative. A party may replace its Authorized Representative by written notice to the other party. If a party desires to designate any additional authorized representatives, it shall specify the nature of the communications for which each such representative is authorized to act on the designating party's behalf. The contact information for each of the Parties' current authorized representatives is set forth on Schedule "B" to this Agreement. Neither party's Authorized Representative shall have any authority to amend, modify, or waive this Agreement or any provision hereof, but the Authorized Representatives may provide information where expressly specified herein or to the extent reasonably necessary for the parties' respective performance of their obligations hereunder.

18. Appropriations. Notwithstanding any other provision of this Agreement, the terms and conditions of this Agreement are contingent upon the Santa Fe City Council making the appropriations necessary for the performance of this Agreement.

19. Independent Contractor. Neither PNM nor its employees are considered to be employees of Santa Fe for any purpose whatsoever. PNM is considered to be an independent contractor at all times in the performance of the services contemplated under this Agreement. PNM further agrees that neither it nor its employees are entitled to any benefits from Santa Fe under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Santa Fe under the provisions of any merit system ordinance that may be now or hereinafter enacted or amended.

20. Insurance. Each party shall purchase and maintain insurance in accordance with such party's own internal policies and procedures. Each party shall provide proof of such insurance and renewals thereof upon request by the other party.

21. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments in connection with the performance of their respective duties and obligations under this Agreement.

22. Amendments. Any amendments to this Agreement shall be in writing and mutually agreed upon by the Parties.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement; Order of Precedence. This Agreement, including the Rate Tariff referenced above which has been incorporated herein by reference, contains the entire Agreement of the Parties relevant to the LED to Conversion Project and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. In the event of any conflict between the terms of this Agreement and the Rate Tariff, the Rate Tariff will control.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

26. Venue. The parties agree that the courts of the State of New Mexico sitting in Santa Fe County, New Mexico, will have exclusive jurisdiction to hear any action or judicial proceedings with respect to this Agreement. The parties each agree not to raise any objection to venue or any defense of inconvenient forum to any action or judicial proceedings brought

by the other party or arising in connection with this Agreement brought in the aforementioned courts.

27. Dispute Resolution. If any question, dispute, difference, or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), then either party may provide written notice to the other together with a sufficiently detailed explanation of the notifying party's position with respect to the Dispute, and the Authorized Representatives of the parties shall meet promptly and shall diligently attempt in good faith to resolve the Dispute for a period of not more than five days (the "Initial Meeting "). If the Authorized Representatives are unable to resolve such Dispute during the Initial Meeting, then each party shall designate one agent authorized to bind such party or with settlement authority, and such designated agents shall meet within ten days following the end of the Initial Meeting, or at a time mutually agreed upon by the Authorized Representatives, to attempt in good faith to resolve the Dispute and produce written terms of settlement for the Dispute (a "Settlement Agreement"). A Settlement Agreement executed by each designated agent shall serve as conclusive evidence of the resolution of such Dispute. the designated agents do not produce and execute the Settlement Agreement within twenty days after the date of the first meeting of the designated agents or within a longer period agreed to by each designated agent, then either party may, upon written notice to the other party, pursue all of its rights and remedies provided at law or in equity or otherwise in this Agreement.

28. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding brought to enforce or interpret this Agreement. Each party acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

29. Force Majeure. PNM shall not be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the Company and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal , or federal agency for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, strikes or other labor disputes, delay associated with lack of skilled labor or resources in Santa Fe County, or restraint by court or public authority, any of which by exercise of due foresight PNM could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. PNM shall not, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require PNM to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to

promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Santa Fe shall make no claim against PNM and hereby waives, releases and discharges any and all claims against the Company for additional compensation or Damages by reason of any delay or additional services due to a Force Majeure.

30. No Waiver. Nothing in this Agreement shall be construed as a waiver of either Party's legal rights, unless expressly addressed herein. Each party expressly reserves any legal rights and remedies to the extent that this Agreement is silent on a particular point.

31. Notices. Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the other party's Authorized Representative. Notice given by personal delivery, mail, or overnight courier pursuant to this Section is effective upon receipt (or refusal of delivery) by the other party's Authorized Representative. Notice given by email pursuant to this Section is effective if sent to the email address of the other party's Authorized Representative that is set forth on Schedule B, regardless of acknowledgement of receipt.

32. Relationship of the Parties. Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between PNM and Santa Fe. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever.

33. Construction. The headings of the Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

34. New Mexico Tort Claims Act. Any liability in tort 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.

IN WITNESS WHEREOF, Santa Fe and PNM have executed this Agreement as of the date first written above.

CITY OF SANTA FE

By: _____
Alan Webber
Mayor, City of Santa Fe, New Mexico

Attest:

_____
Kristine Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Feb 11, 2021 14:58 MST)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Todd Fridley February 19, 2021
Vice President, PNM New Mexico Operations

SCHEDULE "A"

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEWMEXICO

PNM's Existing Streetlights by Wattage	**Units of Streetlights by Wattage**	**Installation Allowances in 16th Revised Rate No.20**	**LED Operational Substitutes Per Appendix A to 16th Revised Rate No. 20**
I00W HPS	983	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K
250WHPS	161	$480.00	**Operational Substitute No. 2** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K
400W HPS	62	$1,040.00	**Operational Substitute No. 3** ATBL F MVOLT R3 NL P7, 259W, 4000K ERL2 0 28C3 40 A GRAY, 251W, 4000K VERDM-A04-D-U-T3-4N7-10MSP-AP, 247W, 4000K ATBL FM VOLT R3 3K NL P7, 259W, 3000K ERL2 0 28C3 30 A GRAY, 251W, 3000K VERDM-A04-D-U-T3-7030-4N7-10MSP-AP, 247W, 3000K ATBL F 480 R3 NL P7 XL, 259W, 4000K
175W MV	838	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K

400WMV	13	$480.00	**<u>Operational Substitute No. 2</u>** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K

SCHEDULE "B"

Authorized Representatives

The Contact Information for the Authorized Representatives is initially as follows:

Public Service Company of New Mexico

Derek Kastendieck
Large Construction Project Manager,
NMOPS Projects and Program Management
2401 Aztec NE
MSZ200
Albuquerque, New Mexico 87107
derek.kastendieck@pnm.com
505-241-2922 office
505-238-5932 cell

Manuel Quintana
Senior Strategic Account Manager
PNM Account Management
414 Silver Ave. SW
Albuquerque, NM 87102
Manuel.quintana@pnm.com
505-241-4716 office
505-249-3105

City of Santa Fe, New Mexico

Regina Wheeler,
Public Works Director
PO Box 909
500 Market St. Suite 200
Santa Fe, New Mexico 87504-0909
(505) 955-6622

2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcA1KuloUl3CL2sTElpKb6UoITHfRAVqP

"2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-11 - 9:50:36 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-11 - 9:51:34 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-11 - 9:58:46 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 9:58:59 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 9:58:59 PM GMT

POWERED BY Adobe Sign

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

APPLICABILITY: Applicable to streetlighting and floodlighting systems and under contract with any municipal corporation or other political subdivision within the State of New Mexico.

AVAILABILITY: Available within all areas served by the company in New Mexico.

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G.

A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
Mercury Vapor ("MV") Lights (1)			
175W MV	73	$16.83	$8.16
400W MV	162	$27.22	$18.11
Low Pressure Sodium ("LPS") Lights (1)			
55W LPS	28	$12.93	$3.13
135W LPS	63	$18.49	$7.04
High Pressure Sodium ("HPS") Lights			
70W HPS	31	$12.14	$3.47
100W HPS	45	$13.70	$5.03
200W HPS	89	$18.45	$9.95
250W HPS	107	$21.07	$11.96
400W HPS	165	$27.56	$18.45

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Light Emitting Diode ("LED")				x
Lights 43W LED Streetlight	15	$9.55	N/A	x
54W LED Streetlight	19	$9.97	N/A	x
130W LED Streetlight	46	$12.67	N/A	x
258W LED Streetlight	92	$21.41	N/A	x

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011. x x

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is not provided by the Company and is not included in the monthly charge. x x x

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)	
Metered Lighting	$0.229523	$0.0958247	x

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011. x x

C. CUSTOMER OWNED AND MAINTAINED LIGHTING Charges: (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge) x x

Fixture Wattage Range	Monthly kWh Usage (2)	Monthly Charge	
From 0.0 to 10.0 Watts	3.555	$0.34	x
From 10.1 to 20.0 Watts	7.110	$0.68	x
From 20.1 to 30.0 Watts	10.665	$1.02	x
From 30.1 to 40.0 Watts	14.220	$1.36	x
From 40.1 to 50.0 Watts	17.775	$1.70	x
From 50.1 to 60.0 Watts	21.330	$2.04	x
From 60.1 to 70.0 Watts	24.885	$2.38	x
From 70.1 to 80.0 Watts	28.440	$2.73	x
From 80.1 to 90.0 Watts	31.995	$3.07	x
From 90.1 to 100.0 Watts	35.550	$3.41	x
From 100.1 to 110.0 Watts	39.105	$3.75	x
From 110.1 to 120.0 Watts	42.660	$4.09	x
From 120.1 to 130.0 Watts	46.215	$4.43	x
From 130.1 to 140.0 Watts	49.770	$4.77	x

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

From 140.1 to 150.0 Watts	53.325	$5.11	x
From 150.1 to 160.0 Watts	56.880	$5.45	x
From 160.1 to 170.0 Watts	60.435	$5.79	x
From 170.1 to 180.0 Watts	63.990	$6.13	x
From 180.1 to 190.0 Watts	67.545	$6.47	x
From 190.1 to 200.0 Watts	71.100	$6.81	x
From 200.1 to 210.0 Watts	74.655	$7.15	x
From 210.1 to 220.0 Watts	78.210	$7.49	x
From 220.1 to 230.0 Watts	81.765	$7.84	x
From 230.1 to 240.0 Watts	85.320	$8.18	x
From 240.1 to 250.0 Watts	88.875	$8.52	x
From 250.1 to 260.0 Watts	92.430	$8.86	x
From 260.1 to 270.0 Watts	95.985	$9.20	x
From 270.1 to 280.0 Watts	99.540	$9.54	x
From 280.1 to 290.0 Watts	103.095	$9.88	x
From 290.1 to 300.0 Watts	106.650	$10.22	x
From 300.1 to 310.0 Watts	110.205	$10.56	x

Fixture Wattage Range	Monthly kWh Usage (1)	Monthly Charge	
From 310.1 to 320.0 Watts	113.760	$10.90	x
From 320.1 to 330.0 Watts	117.315	$11.24	x
From 330.1 to 340.0 Watts	120.870	$11.58	x
From 340.1 to 350.0 Watts	124.425	$11.92	x
From 350.1 to 360.0 Watts	127.980	$12.26	x
From 360.1 to 370.0 Watts	131.535	$12.60	x
From 370.1 to 380.0 Watts	135.090	$12.94	x
From 380.1 to 390.0 Watts	138.645	$13.29	x
From 390.1 to 400.0 Watts	142.200	$13.63	x

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW. x

(2) For alternative lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 – 400.0 Watts row and the 190.1 – 200.0 Watts row together, resulting in a 590.1 – 600.0 Watt Range with a monthly usage of 213.300 kWh and a monthly charge of $20.44). x x x x x

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

Description	Monthly Charge (Company Owned)
Wood Pole	$5.20
Non-Wood Pole	$7.81

E. FUEL AND PURCHASED POWER COST ADJUSTMENT: The above rates are based upon a base fuel cost for energy approved in NMPRC Case No. 14-00332-UT. For this tariff, base rate is $0.0264140 per kWh, effective for fuel and purchased power expenses incurred beginning January 10, 2015.

All kWh usage under this tariff will be subject to a Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factor calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factor will be applied to all kWh appearing on bills rendered under this tariff.

F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS:

I. Installation and Ownership of Lighting Facilities:

a) Company Owned Lighting Facilities-
Upon request from the Customer, the Company shall install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities	
70W High Pressure Sodium Street Light	$1,000.00
100W High Pressure Sodium Street Light	$1,000.00
200W High Pressure Sodium Street Light	$980.00
250W High Pressure Sodium Street Light	$1,050.00
400W High Pressure Sodium Flood Light	$1,050.00
400W High Pressure Sodium Street Light	$1,050.00
Light Emitting Diode ("LED") Lighting Facilities	
43W LED Street Light	$770.00
54W LED Street Light	$770.00
130W LED Street Light	$760.00
258W LED Street Light	$1,140.00
Dedicated Streetlight Poles	
Wood Pole	$850.00
Non-Wood Pole	$1,010.00

b) Customer Owned Lighting Facilities-

i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.

ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.

iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.

iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

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Vice President, NM Regulatory Affairs

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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

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CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

III. Changes and Additions:

Relocations and changes, other than normal operation and maintenance of any luminaries, poles, or fixtures after the same have been installed, including system replacements or knock-down replacements, will be at the expense of the customer. If requested by the customer, Company agrees to make all replacements for knock-downs of Customer owned light poles and to bill the Customer for all costs associated with such replacements. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer owned pole damage. The Company will attempt to recover the costs of knock-down replacements of Company owned light poles from the parties responsible. Any unrecoverable costs will be billed to the customer. The Company will furnish to the customer a copy of all information pertaining to the identity and circumstances of the knock-down when same becomes available to the Company.

IV. Operation and Maintenance:

A. Total Company-Owned System:
The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Major repair and fixture replacements required due to vandalism, vehicle accidents, projectiles, or acts of God will be performed by the Company at the expense of the customer.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances will be performed by the Company at the expense of the customer.

It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:

Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Change": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2020

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Public Service Company of New Mexico
Corporate Headquarters
MS 0905
Albuquerque NM 87158 USA

COVERAGES **CERTIFICATE NUMBER:** 570082027849 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			EB2641444990020 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,500,000 $1,000,000 Excluded $1,500,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-444990-010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED RETENTION			XL5115009P Claims Made	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$35,000,000 $35,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D444990030	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Public Service Company of New Mexico
Corporate Headquarters, MS 0905
Albuquerque NM 87158 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570082027849

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PUBLIC SERVICE CO OF NM
DBA: PUBLIC SERVICE CO OF NM

Business Location: 414 SILVER AVE SW MS 1275
ALBUQUERQUE, 87102-3289

Owner: PUBLIC SERVICE CO OF NM

License Number: 225000

Issued Date: January 27, 2021

Expiration Date: January 27, 2022

CRS Number: 01-000050-000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

PUBLIC SERVICE CO OF NM
414 SILVER AVE SW MS 1275
ALBUQUERQUE, NM 87102-3289

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

memo

Date: **February 24, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: **Regina Wheeler, Public Works Director** RW

Subject: **Exemption Determination Request 13-1-98 D**

Public Works Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Agreement is between PNM and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

13-1-98. Exemptions from the Procurement Code.

D. purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;

Amount: $421,185.00

Term: 1 year from execution of contract

Approved Exemption

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Public Service company of New Mexico (PNM)

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $421,185.00

Termination Date: 12 Months from contract approval date

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: LED Conversion of PNM Owned Streetlights

Amendment # _____ to the Original Contract# Munis 3202499

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 421,185.00 of original Contract# 3202499 Termination Date: 12 Months from con

Reason: LED Conversion of PNM Owned Streetlights

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $421,185.00

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other PRC Rate 20 Public Utility Agreement

6 **Procurement History:** One year contract for light replacement 13-1-98 D/purchases of publicly provided electricity services.
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **2018 GRT Bond Premium** **BU/Line Item:** 3359980.572970

Alexis Lotero
Alexis Lotero (Mar 10, 2021 18:02 MST)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Public Service Company of New Mexico (PNM)

Procurement Title: PNM Owned LED Streetlight Conversion Project

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *PRC Rate 20 Utility*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Public Works Staff Name Curt Temple

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☒	☐	Other: PRC Rate 20 Agreement Public Utility

Curt Temple	Project Administrator	2/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

GB PWD PNM STREETLIGHT CONVERSION TO LED

Final Audit Report 2021-03-12

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jxqPAJhCdazWMsp-Sn8eSbzIx2SVicL

"GB PWD PNM STREETLIGHT CONVERSION TO LED" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 11:57:32 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-05 - 0:02:14 AM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:01:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:02:38 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:02:41 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:47:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:52:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 2:52:09 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8e Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622) **Committee Review:** Public Works and Utilities Committee: 3/8/21 Finance Committee: 3/22/21 Governing Body: 3/31/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 02/15/21
FOR CITY COUNCIL MEETING OF 02/24/21

o) CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 2/15/21
Governing Body: 2/24/21

FINANCE COMMITTEE ACTION:

Approved on Discussion with intention to amend language and new FIR

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL			X
COUNCILOR ROMERO-WIRTH		X	
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 02/08/2021
ISSUE NO. 8L Consideration of Resolution No. 2021-__: A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Councilor Vigil Coppler, Councilor Garcia, Councilor Villarreal, and Councilor Cassutt-Sanchez) (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303; Rich Brown, Economic and Community Development Director: rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 2/8/21 Governing Body: 2/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 2/10/21 Governing Body.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

10. CONSENT CALENDAR

k. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Gar Councilor Villarreal)

A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

Name: Stefanie Beninato
Comment - 02/24/2021 11:15 AM: (For)
TOTALLY The public needs to know and will only know ahead of time if it is a required Council agenda item The public hearing later on as per Santa Fe Clay bldg is too late.

Name: Stefanie Beninato
Comment - 02/24/2021 11:53 AM: (No Vote)
YES public needs to know and so does Council. The only way that happens is with an action item on Council well BEFORE a public hearing to avoid the Santa Fe Clay situation

City of Santa Fe New Mexico
Memorandum

Date: February 5, 2021

To: Public Works and Utilities Committee

From: Rich Brown, Director, Community and Economic Development Department RB

RE: Resolution requiring Governing Body approval prior to announcing City real property for sale.

ITEM AND ISSUE:

This Resolution will require staff to make a presentation to the Governing Body and have the Governing Body vote before announcing City real property for sale. This resolution does not set a minimum threshold to trigger a public presentation prior to announcing a piece of City real property for sale, but requires that staff present their reasoning for selling property in public before announcing City real estate is for sale. The FIR explores what this means for staff time to start making public presentation during the discussion portion of the agenda. This Resolution does not prohibit executive session, which would be helpful should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., which need to be frankly discussed before a public offering notice is made.

Note: Current practice is that all land and property assets subject to public offering for sale are discussed with the Governing Body during an executive session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property a resolution and purchase agreement are brought to the Governing Body for a public hearing as required by statute, and any sales over $25,000 are subject to a referendum period. This new process would require two public presentations for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process that is required by statute.

BACKGROUND AND SUMMARY:

Historically, Asset Development (now part of the Community and Economic Development) has monitored and assessed all land and parcel assets of the City. This includes the monitoring and managing of most, if not all, City-leased property assets.

Recently, Councilors on the Governing Body expressed dismay that disposition strategies for land parcels which are targeted for public offering for sale were discussed in a closed, Executive Session. The reason that staff have sought to discuss issues and potential strategies and approaches during executive session to this point is to allow candid discussion of potential legal issues and avoid losing potential leveraging of sales values through sales strategy, while also gaining feedback from the Governing Body on the recommended path to public offering.

Approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration.

ACTION REQUESTED:
Staff recommends moving forward with this Resolution, since it retains the option to discuss sensitive issues in Executive Session. The ongoing ability to hold an Executive Session, if needed, will allow the City to avoid telegraphing any competitive advantages or potentially ongoing litigating issues before launching an approved public offering.

ATTACHMENTS:

Resolution
Fiscal Impact Report

SUBSTITUTE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and in evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

strategy for the use of City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as “for sale” at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and, in most circumstances, a waiting period during which the sale is subject to a voter referendum, is required for an offeror to purchase City property; and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and to the West of US 285; and

WHEREAS, several other City-owned land and real property may soon be listed as "for sale" on the website; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the disposition or sale of City-owned land or property transparently and in front of the public, during a public meeting unless doing so would harm the City's ability to leverage the competitive value of real property; confidential market strategy is not a factor; there are no reputational interests at stake; relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to announcing any City-owned land, building, or other real property as "for sale", the Governing Body must approve a recommendation to do so, after a presentation by City staff during a public meeting, describing why staff members recommend that the City announce the land or other real property as "for sale."

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
GB Approval for Offering of Public Land for Sale

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 4 ***strike*** "disposition or"
2. On page 2, line 5 after "land" ***insert*** ", buildings,"; after "or" ***insert*** "other real"; and ***strike*** "unless" and ***insert*** in lieu thereof "if"
3. On page 2, line 6 after "would" ***insert*** "not"; and after "property;" ***insert*** "when"
4. On page 2, line 7 after "factor;" ***insert*** "when"; and after "stake;" ***insert*** "when"
5. On page 2, line 8 ***strike*** the period and ***insert*** in lieu thereof "; and"
6. On page 2, line 9 ***insert*** the following new paragraph:
   "**WHEREAS,** the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property."
7. On page 2, line 11 after "property" ***insert*** "that has a value that exceeds $25,000"
8. On page 2, line 14 ***insert*** the following new paragraph:
   "**BE IT FURTHER RESOLVED** that the requirement to make a public presentation does not preclude an executive session regarding a recommended sale."

Respectfully submitted,

_____
JoAnne Vigil Coppler, Councilor

_____
Michael D. Garcia, Councilor

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10282.3(A)

JVC-MG-RV REDLINE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and, in most circumstances, a waiting period during which the sale is subject to a voter referendum, is required for an offeror to purchase City property; and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and to the West of US 285; and

WHEREAS, several other City-owned land and real property may soon be listed as "for sale" on the website; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the [~~disposition or~~] sale of City-owned land, buildings, or other real property transparently and in front of the public, during a public meeting [~~unless~~] if doing so would not harm the City's ability to leverage the competitive value of real property; when confidential market strategy is not a factor; when there are no reputational interests at stake; when relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider[~~.~~]; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, building, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to announcing any City-owned land, building, or other real property that has a value that exceeds $25,000 as "for sale", the Governing Body must approve a recommendation to do so, after a presentation by City staff during a public meeting, describing why staff members recommend that the City announce the land or other real property as "for sale."

BE IT FURTHER RESOLVED that the requirement to make a public presentation does not preclude an executive session regarding a recommended sale.

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
GB Approval for Offering of Public Land for Sale

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, lines 17-18 ***strike*** ", in most circumstances, a waiting period during which the sale is subject to a voter referendum," and ***insert*** in lieu thereof "a bill presented at a public hearing"
2. On page 1, line 19 after "property" ***insert*** "having an appraised value in excess of twenty-five thousand dollars ($25,000)"
3. On page 1, ***strike*** lines 23-25 in their entirety
4. On page 2, ***strike*** lines 1-2 in their entirety
5. On page 2, line 5 after "land" ***insert*** ", buildings,"; after "or" ***insert*** "other real"; and ***strike*** "transparently and in front of the public, during a public meeting unless doing so would harm" ***insert*** in lieu thereof "in executive session in accordance with the Open Meetings Act to maintain"
6. On page 2, line 6 after the semi-colon ***insert*** "and develop a"
7. On page 2, line 7 after "strategy" ***insert*** a period and ***strike*** the remainder of the paragraph
8. On page 2, line 10 after "to" ***insert*** "the City"; after "announcing" ***insert*** "the sale of"; and make "building" plural
9. On page 2, line 11 ***strike*** "as 'for sale'"; and ***strike*** "must" and ***insert*** in lieu thereof "shall hold an executive session to discuss the proposed sale and vote to"
10. On page 2, lines 11-12 ***strike*** "a recommendation to do so, after a presentation by City staff" and ***insert*** in lieu thereof "a proposed announcement"
11. On page 2, line 12 after "meeting" ***insert*** a period and ***strike*** ", describing why staff members recommend that the City announce the land or other real property" and ***insert*** in lieu thereof "after staff has presented the address, name, and description of the property that will be announced"
12. On page 2, line 18 ***insert*** the following new paragraph:

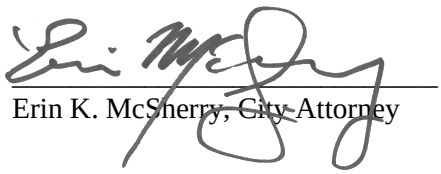
    "**BE IT FURTHER RESOLVED** that the Governing Body shall review this Resolution within three (3) years of the date of adoption for the purpose of deciding whether to extend or terminate it."

Respectfully submitted,

_____
Signe I. Lindell, Councilor

_____
Carol Romero-Wirth, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and[~~, in most circumstances, a waiting period during which the sale is subject to a voter referendum is~~] a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

[~~WHEREAS~~, ~~there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and~~

~~to the West of US 285; and~~

~~**WHEREAS**, several other City-owned land and real property may soon be listed as "for sale" on the website; and~~]

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the disposition or sale of City-owned land, buildings, or other real property [~~transparently and in front of the public, during a public meeting unless doing so would harm~~] in executive session in accordance with the Open Meetings Act to maintain the City's ability to leverage the competitive value of real property[~~;~~] and develop a confidential market strategy. [~~is not a factor; there are no reputational interests at stake; relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider.~~]

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to the City announcing the sale of any City-owned land, buildings, or other real property [~~as "for sale"~~], the Governing Body [~~must~~] shall hold an executive session to discuss the proposed sale and vote to approve [~~a recommendation to do so, after a presentation by City staff~~] a proposed announcement during a public meeting[~~, describing why staff members recommend that the City announce the land or other real property~~ after staff has presented the address, name, and description of the property that will be announced as "for sale."

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

AMENDED

FIR No. 3308

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): GB Approval for Sale of Public Land

Sponsor(s): Councilors Vigil Coppler, Garcia, and Villarreal

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 2/15/21 Phone: 955-6625

Reviewed by City Attorney: _____ Date: Feb 17, 2021

Reviewed by Finance Director: _____ Date: Feb 20, 2021

Summary:

The proposed Resolution will create a pre-review process when selecting underperforming property assets, which will require obtaining Governing Body approval before announcing any City real property to be offered for sale. It is notable that this resolution does not set a minimum threshold to trigger a public presentation, which means that any sale of any real property would need to be presented to Governing Body in a public presentation. This could also create a likelihood that staff will seek a private sale without a public announcement to avoid this requirement when timing is an issue. The resolution does not prohibit executive session, which would be necessary should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., need to be discussed in Executive Session before a public offering notice is produced. Note: Current practice is that all land and property assets subject to public offering for sale are submitted to the Governing Body for proposal review during Executive Session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property valued at more than $25,000, an ordinance and purchase agreement are brought to the Governing Body for a public hearing as required by statute and the sale is also subject to a referendum period. The proposed, Resolution-mandated process will make at least two public presentations required for a sale of real property, one to obtain permission to announce the real property for sale and one for the sale process required by statute.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted, the City will continue to meet all legal requirements for selling real property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

No staff overtime would be be incurred as it relates to any unintended consequences of the new land sales preview and/or presentation format. With large parcels, this new process could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the timing of the market interest.

Fiscal Implications:

Potential fiscal implications could include the cost of appraisals that have up to a one-year shelf life. A new appraisal could be required if the City does not sell the real property within the year shelf life. If approvals take any longer than appraisal life span, additional funding would be needed to meet that demand.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$6,000	$12,000	$		NR	2122800	
Operating	$	$	$				$
Total:	$6,000.00	$12,000	$				$18,000.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

No additional staff overtime expense would be incurred. However, with large parcels, there could an additional expense for new appraisals since most of our current appraisals were completed prior to March 2020 when we had originally discussed many of our real estate assets and public offering sales strategy in executive sessions. This additional appraisal cost would be dependent on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the market interest.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

FIR No. 3308

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): GB Approval for Sale of Public Land

Sponsor(s): Councilors Vigil Coppler, Garcia, and Villarreal

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 1/29/21 Phone: 955-6625

Reviewed by City Attorney: _____ Date: Feb 6, 2021

Reviewed by Finance Director: _____ Date: Feb 10, 2021

Summary:

This resolution will create a pre-review process when selecting underperforming property assets, which will require obtaining Governing Body approval before announcing any City real property to be offered for sale. It is notable that this resolution does not set a minimum threshold to trigger a public presentation, which mean any sale of any real property would need to be presented to Governing Body in a public presentation this could be an issue as it relates to staff time (see staff expense calculation) and Governing Body review time. This could also create a likelihood that staff will seek a private sale without a public announcement to avoid this requirement when timing is an issue. The resolution does not prohibit executive session, which would be necessary should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., need to be discussed in Executive Session before a public offering notice is produced.

Note: Current practice is that all land and property assets subject to public offering for sale are submitted to the Governing Body for proposal review during Executive Session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property an ordinance and purchase agreement are brought to the Governing Body for a public hearing as required by statute and any sales over $25,000 are subject to a referendum period. This ordinance-mandated process, will make two public presentation required for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process required by statute.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this resolution is not enacted, there are no consequences because the City currently meets all legal requirements for selling real property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Unintended consequences, additional staff overtime expense could be incurred if the Asset Development Division and the City Attorney's Office will need to create a series of Governing Body recommendation packets for public hearing. As well as, with large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the timing of the market interest.

Fiscal Implications:
Unintended fiscal implication: Additional internal staff overtime expense for any time to prepare, redact, and/or resubmit public offering proposals if a majority approval for each select land/property asset is not achieved through the Committee process leading up to the Governing Body meeting.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$25,024.00	$29.194.00	$ 0	N	R	2122800	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 5,000	$ 8,000	$ 0			2122800	
Professional Services							
Operating	$	$	$			2122800	$
Total:	$30,024.00	$37,194.00	$ 0				$67,218.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Note: Additional, unintended staff overtime expense could be incurred if the Asset Development Division will need to create a series of Governing Body recommendation packets that is be present for public debate. With large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the market interest.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

10. CONSENT CALENDAR

k. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Gar Councilor Villarreal)

A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

Name: Stefanie Beninato
Comment - 02/24/2021 11:15 AM: (For)
TOTALLY The public needs to know and will only know ahead of time if it is a required Council agenda item The public hearing later on as per Santa Fe Clay bldg is too late.

Name: Stefanie Beninato
Comment - 02/24/2021 11:53 AM: (No Vote)
YES public needs to know and so does Council. The only way that happens is with an action item on Council well BEFORE a public hearing to avoid the Santa Fe Clay situation

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8f CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal) A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 02/8/21 Governing Body: 02/10/21 Finance Committee: 02/15/21 Governing Body: 02/24/21 Public Works and Utilities Committee: 03/08/21 Governing Body: 03/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This Contract No. 20-WC-40-866 will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. The CFA will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of CFA via Contract No. 20-WC-40-866 with USBR for NEPA environmental services. The CFA allocates funding of $50,000 plus NMGRT to USBR through December 31, 2024. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Water Division	2/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design	5050395	572960		50,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Request increase fr0m Water Enterprise Fund Cash balance t0 fund this CAF.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(50,000)
TOTAL:	**(50,000)**

Maya Martinez 2/15/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 17, 2021 09:17 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Shannon Jones
Department Director Signature Date

City Manager *{≤ $60,000}* Date

Contract No. 20-WC-40-866

AGREEMENT BETWEEN THE
CITY OF SANTA FE WATER DIVISION
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
FOR
ENVIRONMENTAL (NEPA AND CULTURAL RESOURCES) COMPLIANCE

This Agreement is entered into as of the_____ day of _____202__, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Contributed Funds Act of May 4, 1921 (43 U.S.C. § 395), by and between the UNITED STATES, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation or United States), and the City of Santa Fe Water Division (City), a water utility existing under the laws of the State of New Mexico.

RECITALS

WHEREAS, under authority of the Reclamation Act of 1902, as amended and supplemented, Reclamation has performed extensive studies and gathered substantial information relating to the planning, design, and construction of pipeline projects such as the Santa Fe Water Reuse Pipeline Project in the State of NM; and

WHEREAS, due to Reclamation's engineering, environmental, and technical expertise, there are certain functions that the City may wish Reclamation to perform with funds advanced by the City to Reclamation under the authority granted by Federal Reclamation Laws, particularly the Contributed Funds Act of March 4, 1921 (43 U.S.C. §395), rather than performing those responsibilities itself; and

WHEREAS, the parties are willing to perform their respective duties in a timely and cost-effective manner. The parties are authorized to enter into this Agreement consistent with Federal Reclamation Law as specified above. Engineering and technical services performed will be specified in future task orders issued and made a part of this Agreement.

NOW THEREFORE, in consideration of the above it is mutually agreed by the parties as follows:

AGREEMENT

1. Scope of Services.

a. Generally. At the City's request, Reclamation shall provide professional technical services in connection with the Water Reuse Pipeline Project, which services are not provided under existing contracts. These services may include but are not limited to: hydrological, geological, geotechnical, design; technical review; preparation of engineering cost-estimates; inspection; surveying; assistance establishing and maintaining automated water measurement and control systems; environmental; and other services. Particulars of each task,

personnel rates, cost, and schedule in which the parties to this Agreement engage will be contained in scope change authorizations, hereafter called task orders. Each task order shall be attached to and made part of this Agreement. The City will prepare the task orders and Reclamation will review and agree to the individual task orders if Reclamation deems it has adequate capability to perform the work. No task order shall become a part of this Agreement until it has been signed by the City and Reclamation.

b. Key Personnel. Reclamation will:

(1) Designate experienced personnel, acceptable to the City, to perform the work described above and coordinate the work with the City's contact person.

(2) Make designated personnel available to perform the work described. Such availability will be agreed upon in advance as part of the agreed work schedule included in the various task orders.

(3) Maintain records of the cost for the performance of work required by this Agreement and submit itemized statements to the District of such costs as well as provide the City quarterly reports on the work efforts and hours used.

c. Modification. This Agreement may be modified through mutual agreement among the parties. Any modification made to this Agreement shall be confirmed in writing prior to performance of the change.

2. Compensation.

a. Generally. The City shall advance to Reclamation the estimated total cost of actual services to be performed and anticipated out-of-pocket expenses as determined by each task order. Such amount will be based upon Reclamation's estimated hours, as detailed in task orders, to complete the assigned tasks, as approved in advance by the City. Reclamation will establish a unique cost account to track and account for the costs of services provided under the terms of the task orders associated with the individually requested projects.

b. Advancement of Funds.

(1) Requests for Advancement of Funds. The City shall advance funds to Reclamation on a task order basis to cover estimated costs, timed to be in accord with Reclamation's actual cash requirements for carrying out the purposes of this Agreement. All payments will reference Contract No. 20-WC-40-866 and will be remitted to: DOI - BOR - Region: Upper Colorado P.O. Box 6200-26, Portland, Oregon 97228-62004. Reclamation will deliver a request for each such advance to the City, or as specified in each task order, before initiating the work activities covered by the request to allow adequate time for review and processing of the request. The request for advance will include an itemization of estimated services Reclamation will perform to complete the assigned tasks. The City will approve or deny the request for advance, and if approved, transfer funds at least seven (7) days prior to work commencing by Reclamation. The City shall provide the required advance funding as specified on the individual task orders issued pursuant to this agreement. In the event that funds which are advanced are

insufficient to cover Reclamation's expenses, Reclamation will notify the City and discontinue work activities until such time as a modification is made to the task order and the additional funding is provided. Upon completion of the project or termination under Article 6 of this agreement, Reclamation will refund within 90 days to the City any unexpended advanced funds remaining in the account described in Article 2(a) above which are in excess of the total actual costs associated with the project activities described in the task order.

(2) Use of Funds Advanced. Immediately upon receiving funds advanced from the City, Reclamation shall credit the funds into Reclamation's designated cost structure. Thereafter, Reclamation may charge to that cost structure to finance the work authorized under the individual task order. Reclamation may use the funds advanced under the task order only for costs and expenses it incurs in performing work authorized in the task order. In the event funds advanced by the City are insufficient to complete anticipated work items during the time period corresponding to a particular request for advance, the task order shall be modified and Reclamation shall request and receive an additional advance of funds prior to work continuing under that particular task order. However, Reclamation shall not expend funds in excess of each request for advance or the cumulative amount specified in each task order.

(3) Accounting of Services and Expenses. Reclamation shall submit to the City an itemization acceptable to the City of services performed which were incurred under any advancement of funds prior to submitting requests for additional advancement of funds. The itemization will describe the services

performed by Reclamation employees, billed to the nearest one-quarter hour, for actual costs, which approximate the rates set forth for each task order, as well as all expenses incurred. A final accounting of all services and costs shall be provided to the City within 60 days of the completion of each task order.

3. Independent Agency. Reclamation is a Federal agency and nothing in this Agreement shall be construed as creating a principal/agent or employee/employer relationship between Reclamation and the City.

4. Non-discrimination and Other Applicable Laws. In performing its obligations under this Agreement, Reclamation shall comply with all applicable Federal and State laws regarding non-discrimination and other employment and workplace requirements.

5. Term.

a. Initial Term. This Agreement shall be effective as of the date of execution and shall remain in effect through and including October 31, 2024.

b. Additional Terms. The parties acknowledge that the services to be provided may extend beyond October 31, 2024; therefore, the parties may extend this Agreement for additional periods by mutual written consent.

6. Modification. This Agreement may be modified through mutual agreement of the parties. Any modification made to this Agreement shall be confirmed in writing by the parties prior to performance of the change.

7. Termination. Any party may terminate this Agreement upon 30 days written notice to the other party. If terminated, Reclamation shall refund to the City all funds which are unexpended as of the effective date of the termination.

8. Access to Reclamation's Accounting Records. Reclamation shall maintain accounting records to substantiate all amounts invoiced under the task orders. Reclamation shall make such records available to the City for its examination during Reclamation's normal business hours for three (3) years after Reclamation submits its last invoice to the City. The provisions of this paragraph shall apply, subject only to applicable law regarding maintenance of and access to public records.

9. Liability. Each party shall be liable for its own acts or failure to act in accordance with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the applicable provisions under the New Mexico Tort Claims Act, §§ 41-4-1 et seq. NMSA 1978; and the Federal Tort Claims Act, 28 United States Code, Chapter 171.

10. Authorized Representatives and Notice.

a. Generally. The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement:

For the City:
William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd, Santa Fe NM 87504
505-995-4203

For Reclamation:
Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Each party may designate a successor authorized representative upon written notice to the other party, or as designated in each task order.

b. Notice. All written notices required to be given for this Agreement or for task orders shall be hand delivered, or sent via facsimile or United States mail, postage prepaid, to the parties' respective authorized representatives identified in subparagraph 10 (a) above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.

11. Miscellaneous Provisions.

a. Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties. Subject to this limitation on assignment, this Agreement shall be binding upon and shall persist to the benefit of the parties' respective successors, agents, and assignees.

b. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

c. Authority. Each party warrants that the person signing below on its behalf has been duly authorized to execute this Agreement on its behalf.

12. Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the City from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

13. Third Party Beneficiaries. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties of this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

City of Santa Fe

_____

Alan Webber
Mayor
City of Santa Fe, New Mexico
200 Lincoln Ave, Santa Fe, NM 87501
(505) 955-6500

Approved for Legal Sufficiency:

_____
Office of the Regional Solicitor

UNITED STATES OF AMERICA

_____
Wayne Pullan
Regional Director
Bureau of Reclamation
Upper Colorado Basin

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 15, 2021 13:00 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

~~End of Agreement~~

2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)

Final Audit Report 2021-02-15

Created:	2021-02-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuD4R8PDfLfgtdN_FEDFoWKilVdsPkqg7

"2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-15 - 6:46:01 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-15 - 6:46:50 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-15 - 8:00:20 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-15 - 8:00:39 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-15 - 8:00:39 PM GMT

USBR
2020-01
$50,000

TASK ORDER NO. 2020-01
BUREAU OF RECLAMATION
SANTA FE REUSE PIPELINE

This Task Order is hereby attached to and made a part of the Agreement known as Technical Services Agreement No. 20-WC-40-866(Agreement), between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the City of Santa Fe (City), for technical, administrative, and engineering services.

The purpose of this Task order is for technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

ARTICLE 1. SCOPE OF SERVICES

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

ARTICLE 2. COMPENSATION

Compensation by the City to Reclamation will be as follows:

BUDGET
A budget amount up to the amount of $50,000 has been negotiated by the City and Reclamation for all work under this Task Order from October 1, 2020, through December 31, 2024. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the City obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

DIRECT EXPENSES
Direct Expenses are those costs incurred on or directly for the work described in Article 1 including, but not limited to, necessary transportation costs, including current rates for Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Reclamation.

ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the City will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the City has issued a Notice to Proceed.

OTHER PROVISIONS

The following provisions shall apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the City, through the Secretary of the Interior, to enter into task orders with Reclamation if the City determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

PRIVILEGED AND CONFIDENTIAL INFORMATION
Reclamation acknowledges that in performing the services related to this Task Order they may have access to privileged and confidential material(s) of the City. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the City.

WORKING FILES
Reclamation will maintain files containing all work documentation including calculations, assumptions, interpretations or regulations, sources of information, and other raw data required in the performance of this Task Order. Reclamation will provide copies of the information contained in its working files to the City upon request of the City.

CHANGES
The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the City of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the City.

The City may reduce subsequent work efforts and monies in this Task Order upon thirty (30) days' notice from the Construction Manager, in accordance with the provisions of the Agreement.

AUDIT
Reclamation agrees that at any time before, or after, final payment, the City may have Reclamation's, sub-consultant's, or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the City not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF,

the parties execute this Task Order (2020-01) this __ day of _____ 2020.

CITY OF SANTA FE

By: _____

William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd,
Santa Fe NM 87504
505-995-4203

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By: _____

Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Santa Fe Reuse Pipeline NEPA

Reclamation Compliance Cost Estimate

Summary of Activities

Reclamation will provide the city technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

Activity	Hours	Average Cost/Hr	Cost
Providing oversight and guidance on the proposed project's environmental compliance process. **(Activities covered: 1)**	100	$100.00	$10,000
Participating in meetings. **(Activities covered: 2, 6)**	100	$100.00	$10,000
Reviewing documents and letters; and providing written comments. **(Activities covered: 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15)**	250	$100.00	$25,000
Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed. **(Activities covered: 16)**	50	$100.00	$5,000
Total Cost Estimate (no contingency)	**500**	**$100.00**	**$50,000**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202551

Contractor: USDI BOR

Description: 'Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR) PL# WTR 2050501 Munis # 3202551

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: 10/31/2024

☑ Approved by Council Date: Pending

Contract / Lease:

Amendment # N/A to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
N/A

3. Procurement History: Federal Cooperative Funding Agreement - Exempt

Fran Dramaway (Feb 25, 2021 18:20 MST) Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exemption 13-1-98 A. entity to entity

4. Funding Source: Water Enterprise / CIP Org / Object: 5050395.572960

Alexis Lotero (Feb 24, 2021 11:31 MST) Feb 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Bureau of Reclamation (USBR)

Procurement Title: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other GOVERNMENTAL COOPERATIVE AGREEMENT*

Exempt ☑ *Request For Proposal* (RFP) *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
x	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Bill Schneider — William H Schneider, P.G. — WRC — 2.15.21

William H Schneider,P.G. (Feb 16, 2021 09:00 MST)

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway — Fran Dunaway (Feb 25, 2021 18:20 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

*

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

usdi bor signed 2

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs8VpqzU_ch-qqjX-15DshVduOB7_8ef3

"usdi bor signed 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-17 - 3:29:29 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-17 - 3:30:19 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-17 - 4:16:34 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-17 - 4:17:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-17 - 4:17:27 PM GMT

City of Santa Fe, New Mexico

memo

Date: 2/22/21

To: Fran Dunaway, Purchasing Director

From: Bill Schneider, Water Resources Coordinator whs

Via: Shannon W. Jones, Public Utilities Director SJ
Jesse D. Roach, Water Division Director JR

RE: Request approval of Exempt Procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866,

Exempt Procurement is being requested under the following:

13-1-98. Exemptions from the Procurement Code.

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Approved:

Fran Dunaway (Feb 25, 2021 18:20 MST)

Fran Dunaway, Purchasing Director

Signature: whschneider
whschneider (Feb 22, 2021 16:37 MST)

Email: whschneider@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CFA exempt memo

Final Audit Report 2021-02-23

Created:	2021-02-22
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV-YpqCVSLpb0npvukUdn0PMuZDCggdFs

"CFA exempt memo" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-22 - 10:40:51 PM GMT- IP address: 63.232.20.2

Document emailed to whschneider (whschneider@santafenm.gov) for signature
2021-02-22 - 10:41:30 PM GMT

Email viewed by whschneider (whschneider@santafenm.gov)
2021-02-22 - 11:37:00 PM GMT- IP address: 104.47.65.254

Document e-signed by whschneider (whschneider@santafenm.gov)
Signature Date: 2021-02-22 - 11:37:50 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-22 - 11:37:51 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-22 - 11:56:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-22 - 11:57:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-22 - 11:57:05 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-23 - 0:31:00 AM GMT- IP address: 174.237.132.183

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-23 - 0:31:22 AM GMT - Time Source: server- IP address: 174.237.132.183

Agreement completed.
2021-02-23 - 0:31:22 AM GMT

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GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL

Final Audit Report 2021-02-26

Created:	2021-02-23
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAumMrblUqvifBGHSmx9DKVWD3roUH-plg

"GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-23 - 6:00:03 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-23 - 6:04:38 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-24 - 6:27:57 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-24 - 6:31:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-02-24 - 6:31:36 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-02-26 - 1:17:11 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-26 - 1:20:10 AM GMT - Time Source: server- IP address: 174.28.244.124

Agreement completed.
2021-02-26 - 1:20:10 AM GMT

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ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8g Request for Approval of a Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for Environmental Permitting Services in support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 will provide technical expertise for the City and USBR to complete the Environmental Assessment under the National Environmental Policy Act (NEPA) guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 3/22/2021 Governing Body: 3/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
ITT / CIP	2/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Public Safety Radio System - WIP Construction	3359980	572970	GRT18355M-Construct	190,471	
2018 GRT Bond Premium - transfer to Bond Acquisition	4009960	760335		190,471	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Bond Acquisition Fund - transfer from Debt Service Fund	3359980	660400		(190,471)	
				$ 190,471	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Use of available 2018 GRT Bond Premiums to fund RECC public safety radio system equipment purchases

($ for equipment is going into construction because the funding for the radios was previously moved from construction to

equipment for the purchases, and this will replenish the amount moved out of the construction budget.)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	(190,471)
TOTAL:	**(190,471)**

Andy Hopkins for Bradley Fluetsch — 2/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Mary McCoy
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Feb 26, 2021 08:39 MST)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

BAR from Bond Premiums for Pub Safety Radios

Final Audit Report 2021-02-26

Created:	2021-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsz9_IGa0v-lu9MrrBA9bE2G6XeAZfoJ9

"BAR from Bond Premiums for Pub Safety Radios" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-02-25 - 11:35:41 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2021-02-25 - 11:36:42 PM GMT

Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2021-02-26 - 2:40:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2021-02-26 - 2:40:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-26 - 2:40:42 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-26 - 3:37:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-26 - 3:39:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-26 - 3:39:25 PM GMT

City of Santa Fe, New Mexico

memo

DATE: **February 26, 2021**

TO: **Finance Committee**

Public Works Committee

Governing Body

VIA: **Manuel Gonzales, Interim ITT Director**

FROM: **David C. Tapia, Contracts Administrator D.T.**

SUMMARY: Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to fund the purchase of Public Safety radios.

Summary: City of Santa Fe Fire Department, City of Santa Fe Police Department, and ITT Department have identified disruptions in communication with the new Public Safety Radios System (P25 system). In particular, the current communication system and radios are not receiving an adequate bandwidth and/or signal when emergency responders are in the field. This means emergency communication can suddenly drop or responders may experience inadequate communication with dispatch.

This communication error must be addressed with urgency to ensure safety for staff and the public. Through discussion and field testing, it has been determined that the first step is to update the current XLT radios to modern APX radios, which will mitigate the issue and improve bandwidth and signal errors. A next step will be to Move the 15 channel P25 equipment from Los Montoyas to the "Prime" site.

The current XTL radios have been flashed (software upgrade) to accept the P25 system, however the alignment (align to factory specs) of the radios' frequency bands within the radio and the voice controller is not optimal. We have attempted to align these radios to keep them in the field but, in doing so, many radios have failed to accept the alignment, leading them to be not functional. This alignment is crucial to the P25 system. If not aligned, then the system can drift away from the licensed frequency we utilize, causing transmissions to be dropped, not able to be heard, or be of poor quality. Field testing has shown that the APX series radio performs better. The APX radio is built for the new P25 system and will be within necessary frequency range and transmission.

Santa Fe Fire is now solely using the APX series radios and staff have noticed a significant difference in the quality of the transmissions and coverage. This observation has been

tested repeatedly in the last two weeks, leading to better communication for our emergency personnel.

Motorola Solutions is assisting the City of Santa Fe in this matter. They have been consulted and have provided best possible solutions. Upgrades to the radios, hardware, and service will be provided through Motorola but the installs will be completed by the City of Santa Fe ITT Department.

Action: Please approve the requested BAR in the amount of $190.471.00.

Budget: BAR request to reallocate funding to 3359980.572400 (Bond Acq/Inventory Exempt) from available 2018 GRT Bond Premiums to fund the purchase of public safety radios.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

e) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102)

Committee Review:
Finance Committee: 3/01/2021
Public Works and Utilities: 3/08/2021
Governing Body: 3/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8h Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102) **Committee Review:** Finance Committee: 3/01/2021 Public Works and Utilities: 3/08/2021 Governing Body: 3/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
memo

Date: **February 15, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Regina Wheeler (Feb 19, 2021 08:55 MST)

Regina Wheeler, Public Works Department Director

Javier Rosado, PE Engineering Division Director Javier Rosado (Feb 19, 2021 07:10 MST)

From: Romella Glorioso-Moss Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

The Public Works Department, Engineering Roadway & Trails Division respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $300,000

Term: 10/30/2022

Approved Exemption

Fran Dunaway (Feb 25, 2021 18:16 MST)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe New Mexico
Memorandum

Date: January 29, 2021

To: Public Works and Finance Committees, City Council

Via: _____
Regina Wheeler, Public Works Director

From: Romella Glorioso-Moss, AICP, Projects Administrator RGM

RE: S100650 Acequia Trail NMDOT Funding Agreement

ITEM AND ISSUE:
Request for Approval of NMDOT Funding Agreement for Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" project.

ITEM A: Request for Approval of Cooperative Agreement with NMDOT for $300,000.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $256,320.

BACKGROUND AND SUMMARY:
The City applied for Federal Highway funding to design the Acequia Trail from Rufina to San Felipe for $300,000 and received notice of award in April 2019. This funding is for the Preliminary Engineering of a 1-mile long urban trail which will provide an off-road, non-motorized, 10' wide paved trail extension of the existing Acequia Trail and connect it to the existing El Camino Real Trail north of Agua Fria Road in Santa Fe, NM. The City is not guaranteed to receive the funding until the attached Cooperative Agreement (Agreement) has been approved by both City and the NMDOT.

The attached Agreement is for $300,000 of which $256,320 (85.44%) is from the Transportation Alternative Small Urban (TAPS) Funds and the remaining $43,680 (14.56%) is the City of Santa Fe match. The City match will be pursued from Impact Fees since the Acequia Trail is on the approved projects for funding from impact fees.

The NMDOT requires the attached Agreement approved by the City by March 12, 2021. The MUNIS contract number is 3202497. This agreement will terminate on October 30, 2022. The design is expected to be complete by that date. Once construction cost estimates are developed, construction funding will be pursued.

RECOMMENDED ACTIONS:
The Public Works Department recommends the following:

Item A.) Approval of Funding Agreement CN S100650 “Acequia Trail from Rufina to San Felipe” with NMDOT in the amount of $300,000.00 terminating on October 30, 2022.

Item B.) Approval of BAR to budget grant funding in the amount of $256,320.

ATTACHMENTS:
Exhibit A – Cooperative Project Agreement
Exhibit B – BAR
Exhibit C – Summary of Contracts
Exhibit D – Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100650**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100650 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2021 TRANSP. ALT. SMALL URBAN(TAPS) Funds**
   Department's 85.44% share $256,320
   Preliminary Engineering for the Acequia Trail link from Rufina to San Felipe 1 mile(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100650.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **10/30/2022.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-221.8220
E-mail: Sharonr.Cruz@state.nm.us

District T/LPA Coordinator
James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-231-1139
E-mail: James.Mexia@state.nm.us

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: eunice.cazares@state.nm.us

Local Agency
Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Dec 30, 2020
Aaron Frankland, Deputy General Counsel (Dec 30, 2020 13:57 MST)
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Jan 29, 2021
Marcos Martinez (Jan 29, 2021 16:03 MST)
CITY OF SANTA FE Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/30/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

OFFICE OF GENERAL COUNSEL CONTRACT BRIEF FORM

DATE: 11/2/2020 FROM: Alexis Perry-Vigil PHONE: 505-795-3623

CONTRACTOR: City of Santa Fe
CONTROL NO: CN S100650

X NEW CONTRACT

__AMENDMENT TO EXISTING CONTRACT
_____ Scope of Work
_____ Additional Compensation
_____ Time Extension
_____ Other_____

Note: For amendments, please attach a copy of the original agreement, any previous amendments, and a copy of the RFP, if applicable.

__ EXEMPT FROM PROCUREMENT PROCESS (*University; other educational institutions; other state agency, bureau; local public bodies).*

The Office of General Counsel's policy for turn around time is ten (10) working days. Please indicate below if there are extenuating circumstances which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call _____ at (505) 827-5431 if you have questions.

_____ Please make corrections on pages _____

_____ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

_____ Please make corrections on pages _____ and return the marked up copy to the receptionist for further review and approval.

Other comments:

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/05/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3559980	572960	GO18355BM	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3559980	490150	GO18355BM	-256320	

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Acceptance of $256,320 of NMDOT Transportation Alternative Small Urban (TAPS) grant funding for Acequia Trail Project

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
330	-256320
TOTAL:	**0**

Amanda Archuleta
02/05/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

AJH
AJH (Feb 19, 2021 16:39 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation

Procurement Title: S100650 Acequia Trail from Rufina to San Felipe Cooperative Agreement - Design

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☑	☐	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☐	☑	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other:

Romella Glorioso-Moss — Project Administrator — 01/29/2021

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Delaway (Feb 25, 2021 18:16 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202497**

Contractor: **New Mexico Department of Transportation**

Description: **Design Work portion of Project Control No. S100650 Acequia Trail from Rufina to San Felipe. NMDOT's portion is $256,320 while City match is $43,680.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **10/30/2022**

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Fran Dunaway (Feb 25, 2021 08:16 MST) — Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Pursuant to NMSA 1978, 13-1-98 (A) entity to entity

4. **Funding Source:** **3309980** **Org / Object:** **3309980.572960**

Alexis Lotero (Feb 25, 2021 11:38 MST) — Feb 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

S100650 Agreement Draft

Final Audit Report 2020-12-30

Created:	2020-11-17
By:	Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xn4f5uXjBB1bP_-z2B2kmP28ZVvUo3h

"S100650 Agreement Draft" History

Document created by Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
2020-11-17 - 9:14:43 PM GMT- IP address: 174.62.11.113

Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2020-11-17 - 9:20:18 PM GMT

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-22 - 2:30:02 AM GMT- IP address: 67.164.151.167

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-30 - 8:55:35 PM GMT- IP address: 104.143.198.102

Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2020-12-30 - 8:57:57 PM GMT - Time Source: server- IP address: 67.164.151.167

Agreement completed.
2020-12-30 - 8:57:57 PM GMT

Adobe Sign

2021 01 29 Coop Agr NMDOT S100650 Agreement2

Final Audit Report 2021-01-29

Created:	2021-01-29
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAirMmUviK1cZvf1l51_Asd0G32T_Vqmal

"2021 01 29 Coop Agr NMDOT S100650 Agreement2" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-29 - 10:33:56 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-29 - 10:34:23 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-29 - 11:03:36 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-29 - 11:03:55 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-29 - 11:03:55 PM GMT

Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)

Final Audit Report 2021-02-19

Created:	2021-02-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA334Yk7MFcHEQ1xDIC8QQ8BoFcPeYq0Hv

"Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-02-19 - 2:03:45 PM GMT- IP address: 63.232.20.2

Document emailed to Javier Rosado (jhrosado@santafenm.gov) for signature
2021-02-19 - 2:07:41 PM GMT

Email viewed by Javier Rosado (jhrosado@santafenm.gov)
2021-02-19 - 2:08:21 PM GMT- IP address: 104.47.64.254

Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-02-19 - 2:10:04 PM GMT - Time Source: server- IP address: 184.155.136.222

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-02-19 - 2:10:07 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-02-19 - 3:53:18 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-02-19 - 3:55:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-19 - 3:55:02 PM GMT

GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)

Final Audit Report 2021-02-26

Created:	2021-02-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVI8SxeGQnKP7jOpQfr1fVONMrj271ls-

"GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-19 - 6:49:51 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-19 - 6:54:47 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-19 - 11:38:50 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-19 - 11:39:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-19 - 11:39:47 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-25 - 6:29:30 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-25 - 6:38:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-02-25 - 6:38:38 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-02-26 - 1:14:58 AM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-26 - 1:16:28 AM GMT - Time Source: server- IP address: 174.28.244.124

POWERED BY Adobe Sign

Agreement completed.

2021-02-26 - 1:16:28 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8i Request for Approval of Cooperative Project Agreement with NMDOT for the Engineering Design of S100650 “Acequia Trail from Rufina to San Felipe” Project in the Total Amount of $300,000. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623 **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
memo

Date: **February 15, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Regina Wheeler (Feb 19, 2021 08:55 MST)

Regina Wheeler, Public Works Department Director

Javier Rosado, PE Engineering Division Director Javier Rosado (Feb 19, 2021 07:10 MST)

From: Romella Glorioso-Moss Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

The Public Works Department, Engineering Roadway & Trails Division respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $300,000

Term: 10/30/2022

Approved Exemption

Fran Dunaway (Feb 25, 2021 18:16 MST)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe New Mexico
Memorandum

Date: January 29, 2021

To: Public Works and Finance Committees, City Council

Via: _____
Regina Wheeler, Public Works Director

From: Romella Glorioso-Moss, AICP, Projects Administrator RGM

RE: S100650 Acequia Trail NMDOT Funding Agreement

ITEM AND ISSUE:
Request for Approval of NMDOT Funding Agreement for Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" project.

ITEM A: Request for Approval of Cooperative Agreement with NMDOT for $300,000.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $256,320.

BACKGROUND AND SUMMARY:
The City applied for Federal Highway funding to design the Acequia Trail from Rufina to San Felipe for $300,000 and received notice of award in April 2019. This funding is for the Preliminary Engineering of a 1-mile long urban trail which will provide an off-road, non-motorized, 10' wide paved trail extension of the existing Acequia Trail and connect it to the existing El Camino Real Trail north of Agua Fria Road in Santa Fe, NM. The City is not guaranteed to receive the funding until the attached Cooperative Agreement (Agreement) has been approved by both City and the NMDOT.

The attached Agreement is for $300,000 of which $256,320 (85.44%) is from the Transportation Alternative Small Urban (TAPS) Funds and the remaining $43,680 (14.56%) is the City of Santa Fe match. The City match will be pursued from Impact Fees since the Acequia Trail is on the approved projects for funding from impact fees.

The NMDOT requires the attached Agreement approved by the City by March 12, 2021. The MUNIS contract number is 3202497. This agreement will terminate on October 30, 2022. The design is expected to be complete by that date. Once construction cost estimates are developed, construction funding will be pursued.

RECOMMENDED ACTIONS:
The Public Works Department recommends the following:

Item A.) Approval of Funding Agreement CN S100650 “Acequia Trail from Rufina to San Felipe” with NMDOT in the amount of $300,000.00 terminating on October 30, 2022.

Item B.) Approval of BAR to budget grant funding in the amount of $256,320.

ATTACHMENTS:
Exhibit A – Cooperative Project Agreement
Exhibit B – BAR
Exhibit C – Summary of Contracts
Exhibit D – Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100650**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100650 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2021 TRANSP. ALT. SMALL URBAN(TAPS) Funds**
   Department's 85.44% share $256,320
   Preliminary Engineering for the Acequia Trail link from Rufina to San Felipe 1 mile(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100650.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **10/30/2022.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-221.8220
E-mail: Sharonr.Cruz@state.nm.us

District T/LPA Coordinator
James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-231-1139
E-mail: James.Mexia@state.nm.us

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: eunice.cazares@state.nm.us

Local Agency
Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Dec 30, 2020
Aaron Frankland, Deputy General Counsel (Dec 30, 2020 13:57 MST)
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Jan 29, 2021
Marcos Martinez (Jan 29, 2021 16:03 MST)
CITY OF SANTA FE Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/30/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

OFFICE OF GENERAL COUNSEL CONTRACT BRIEF FORM

DATE: 11/2/2020 FROM: Alexis Perry-Vigil PHONE: 505-795-3623

CONTRACTOR: City of Santa Fe
CONTROL NO: CN S100650

X NEW CONTRACT

__AMENDMENT TO EXISTING CONTRACT
_____ Scope of Work
_____ Additional Compensation
_____ Time Extension
_____ Other_____

Note: For amendments, please attach a copy of the original agreement, any previous amendments, and a copy of the RFP, if applicable.

__ EXEMPT FROM PROCUREMENT PROCESS (*University; other educational institutions; other state agency, bureau; local public bodies).*

The Office of General Counsel's policy for turn around time is ten (10) working days. Please indicate below if there are extenuating circumstances which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call _____ at (505) 827-5431 if you have questions.

_____ Please make corrections on pages _____

_____ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

_____ Please make corrections on pages _____ and return the marked up copy to the receptionist for further review and approval.

Other comments:

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/05/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3559980	572960	GO18355BM	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3559980	490150	GO18355BM	-256320	

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Acceptance of $256,320 of NMDOT Transportation Alternative Small Urban (TAPS) grant funding for Acequia Trail Project

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
330	-256320
TOTAL:	**0**

Amanda Archuleta
02/05/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

AJH
AJH (Feb 19, 2021 16:39 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation

Procurement Title: S100650 Acequia Trail from Rufina to San Felipe Cooperative Agreement - Design

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☑	☐	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☐	☑	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other:

Romella Glorioso-Moss — Project Administrator — 01/29/2021

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Delaway (Feb 25, 2021 18:16 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202497**

Contractor: **New Mexico Department of Transportation**

Description: **Design Work portion of Project Control No. S100650 Acequia Trail from Rufina to San Felipe. NMDOT's portion is $256,320 while City match is $43,680.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **10/30/2022**

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Fran Dunaway (Feb 25, 2021 08:16 MST) — Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Pursuant to NMSA 1978, 13-1-98 (A) entity to entity

4. **Funding Source:** **3309980** **Org / Object:** **3309980.572960**

Alexis Lotero (Feb 25, 2021 11:38 MST) — Feb 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

S100650 Agreement Draft

Final Audit Report 2020-12-30

Created:	2020-11-17
By:	Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xn4f5uXjBB1bP_-z2B2kmP28ZVvUo3h

"S100650 Agreement Draft" History

Document created by Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
2020-11-17 - 9:14:43 PM GMT- IP address: 174.62.11.113

Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2020-11-17 - 9:20:18 PM GMT

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-22 - 2:30:02 AM GMT- IP address: 67.164.151.167

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-30 - 8:55:35 PM GMT- IP address: 104.143.198.102

Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2020-12-30 - 8:57:57 PM GMT - Time Source: server- IP address: 67.164.151.167

Agreement completed.
2020-12-30 - 8:57:57 PM GMT

Adobe Sign

2021 01 29 Coop Agr NMDOT S100650 Agreement2

Final Audit Report 2021-01-29

Created:	2021-01-29
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAirMmUviK1cZvf1l51_Asd0G32T_Vqmal

"2021 01 29 Coop Agr NMDOT S100650 Agreement2" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-29 - 10:33:56 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-29 - 10:34:23 PM GMT

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2021-01-29 - 11:03:36 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-29 - 11:03:55 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-29 - 11:03:55 PM GMT

Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)

Final Audit Report 2021-02-19

Created:	2021-02-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA334Yk7MFcHEQ1xDIC8QQ8BoFcPeYq0Hv

"Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2021-02-19 - 2:03:45 PM GMT- IP address: 63.232.20.2

Document emailed to Javier Rosado (jhrosado@santafenm.gov) for signature
2021-02-19 - 2:07:41 PM GMT

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2021-02-19 - 2:08:21 PM GMT- IP address: 104.47.64.254

Document e-signed by Javier Rosado (jhrosado@santafenm.gov)
Signature Date: 2021-02-19 - 2:10:04 PM GMT - Time Source: server- IP address: 184.155.136.222

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-02-19 - 2:10:07 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-02-19 - 3:53:18 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-02-19 - 3:55:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-19 - 3:55:02 PM GMT

GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)

Final Audit Report 2021-02-26

Created:	2021-02-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVI8SxeGQnKP7jOpQfr1fVONMrj271ls-

"GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-19 - 6:49:51 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
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2021-02-19 - 11:38:50 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-19 - 11:39:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-25 - 6:38:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-02-25 - 6:38:38 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-02-26 - 1:14:58 AM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-26 - 1:16:28 AM GMT - Time Source: server- IP address: 174.28.244.124

POWERED BY Adobe Sign

Agreement completed.

2021-02-26 - 1:16:28 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8j Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $256,320 for the Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" Project.(Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: March 1, 2021

To: Governing Body; Quality of Life Committee; Finance Committee

Via: Kyra Ochoa, Community Health and Safety Director KO

From: Jennifer Faubion, staff liaison JF

RE: Community Health and Safety Task Force Amendments

ITEM AND ISSUE:

A Resolution updating the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of 2021, allow additional task force members, change the Task Force composition, exempt the Task Force from certain Open Meetings Act requirements, and other changes as necessary.

BACKGROUND AND SUMMARY:

As the Community Health and Safety Task Force ("CHS TF") works to address the issues laid forth in Resolution No. 2020-29, specifically around violence and inequities in communities of color in the great city of Santa Fe, they are dealing with not only macro but micro concerns. The Resolution that established this task force called for *"the need for thoughtful and inclusive self-examination of the ways in which traditional approaches towards public safety have been provided…Acknowledging the call for racial and social justice, recognizing the historical injustices that have too often lead to violence and inequities in communities of color,"* and it brought together a body of skilled, diverse, multidisciplinary members of Santa Fe.

Now, six months after the resolution was enacted, the country is in a time when and where white supremacist ideology and violence has shown itself to be a threat and caused fear and alarm both nationally and locally, making this type of work both heightened in its importance and dangerous in its execution.

The fact that the State of New Mexico has a Roundhouse this year that is fenced in, not because it is better that way, but because overt widespread threats of white supremacist violence made it necessary, lays an important context to why amendments to this resolution are necessary. The multidisciplinary and diverse CHS TF members noted and agreed during the February 2, 2021 public CHS TF meeting that the sensitive nature of this work and its often traumatic content limits authentic interaction in a live stream and overly formal format. The interpersonal and cultural complexity of the issues that they are tasked with addressing require a format that allows members to feel safe both with one another and with the content they have been charged with, which can be

both painful and traumatic to explore. This has been articulated by multiple members of the CHS TF and has had impact on its Black members in particular.

This perhaps is less surprising when one understands that data shows that "Police violence is a leading cause of death for young men in the United States. Over the life course, about 1 in every 1,000 black men can expect to be killed by police. Risk of being killed by police peaks between the ages of 20 and 35 years old for men and women and for all racial and ethnic groups. Black women and men and American Indian and Alaska Native women and men are significantly more likely than white women and men to be killed by police. Latino men are also more likely to be killed by police than are white men[1].

In order to allow safety to explore hard facts, to draw on interpersonal experiences, and to facilitate the relationship building needed to address the complex issues assigned to the CHS TF, during the COVID pandemic when it is impossible to meet in person, the CHS TF seeks to create a more intimate and thoughtful setting, balanced with the need and desire to include community members in the process systematically along the way. The sponsors therefore recommend the attached Resolution amendments on behalf of CHS TF members, who, with the sponsors agreement, have called for a structural change to how these meetings are held.

The Task Force is in agreement with these amendments which foster greater safety and sensitivity to the community volunteers who are appointed to this task force, and to the issues at hand, with the understanding that to make thoughtful recommendations to larger structures, the City must first ensure that the CHS TF structure provides a model of the safety and sensitivity that the Task Force hopes to see reflected in their process and ultimately their recommendations.

ACTION REQUESTED:

Adopt the amendments to the Community Health and Safety Task Force terms as presented.

ATTACHMENTS:

Resolution Amendments
Fiscal Impact Report

[1] https://www.pnas.org/content/116/34/16793

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION 2020-29 TO EXTEND THE DURATION OF THE COMMUNITY HEALTH AND SAFETY TASK FORCE THROUGH THE END OF CALENDAR YEAR 2021, ALLOW ADDITIONAL TASK FORCE MEMBERS, CHANGE THE TASK FORCE COMPOSITION, EXEMPT THE TASK FORCE FROM CERTAIN OPEN MEETINGS ACT REQUIREMENTS, AND OTHER CHANGES AS NECESSARY.

WHEREAS, the City recognizes inequity in force and violence as an issue of concern to members of Santa Fe's communities that impacts the safety, public health, and quality of life of the City's residents; and

WHEREAS, the City's residents and leadership are still in broad agreement about the need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, acknowledging the call for racial and social justice, recognizing the historical and current injustices that lead to violence and inequities in communities of color ; and

WHEREAS, the New Mexico Open Meetings Act ("OMA") governs "policymaking

bodies" but not advisory bodies making recommendations to policymaking bodies; and

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, the City of Santa Fe Committee Rules and Procedures require all committees appointed by the Governing Body to adhere to the OMA; and

WHEREAS, the Task Force convened on several occasions and many members of the Task Force and those participating in the conversations felt uncomfortable discussing deeply personal issues in a public setting; and

WHEREAS, the Task Force wishes to reserve the right to decide who among their members they prefer to serve as chair(s) of the Task Force; and

WHEREAS, the Task Force has discussed the possible need for additional members in order to complete the work required of the Task Force; and

WHEREAS, exempting the Task Force from the public meetings and communications requirements of OMA may allow the Task Force to better gather information and provide more informed recommendations to the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby amended as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD's and SFFD's internal operations, policies, procedures and practices, with attention to data-informed local and national research. Some aspects that may be

assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise, and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and [~~nine~~] the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa

Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors [~~shall~~] may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least [~~twice~~] once per month[~~,~~] and shall conduct [~~public~~] meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings and conduct communications outside the meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe

and where Task Force members an community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. Unless further extended by the Governing Body, the CHS Task Force shall conclude [~~no more than six (6) months from the date the members are appointed~~] its work by December 31, 2021.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Amendments

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 18 after "Force" ***insert*** ", which may include exploring innovative approaches to community health and safety, reimagining the current structures and systems in which the City currently operates, and examining root causes of identified problems"

Respectfully submitted,

_____ _____

Chris Rivera, Councilor Renee Villarreal, Councilor

Approved as to Form:

_____

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____

Kristine Mihelcic, City Clerk

10285.4(B)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Amendments

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 3 after "Force'" ***insert*** "or 'CHS Task Force'"
2. On page 2, line 17 ***strike*** "Community Health and Safety ('CHS')" and ***insert*** in lieu thereof "CHS"
3. On page 4, line 15 remove the brackets and line through "public"
4. On page 4, lines 23-24 ***strike*** "and conduct communications outside the meetings"
5. On page 4, line 24 ***strike*** "the Open Meetings Act or"
6. On page 4, line 25 after "community" ***insert*** a period and ***strike*** the remainder of the paragraph.
7. On page 5, line 4 ***insert*** the following new paragraphs:

   "D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

   E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies."
8. Reletter the succeeding paragraph accordingly
9. On page 5, line 6 after the period ***insert*** the following new sentence: "The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above."

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

10285.4(A)

FIR No. 3313

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Community Health and Safety Task Force Amendments

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): Community Health and Safety

Staff Completing FIR: Jennifer Faubion Date: 2/12/21 Phone: 955-6033

Reviewed by City Attorney: _____ Date: Mar 1, 2021

Reviewed by Finance Director: _____ Date: Mar 3, 2021

Summary:
This Resolution updates the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of calendar year 2021, allow additional task force members, change the Task Force composition, exempt the task force from certain Open Meetings Act requirements, and other changes as needed.

Departments Affected:
Community Health and Safety; Community Engagement

Consequences of Not Enacting Legislation:
The work of the Community Health and Safety Task Force and the physical, emotional, and mental safety its members would be severely compromised, jeopardizing the existence of the Task Force itself.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Amending the terms set forth for the Community Health and Safety Task force in Resolution No. 2020-29.

Performance and Administrative Implications:
Staff liaison's support will extend an additional 6 months.

Fiscal Implications:
Cost of contracting a trained facilitator for an additional 6 months. Staff liaison time for additional 6 months.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 2,250	$	$	N	NR	GF	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 10,000	$	$	N		GF	
Professional Services							
Operating	$	$	$				$
Total:	$12,250	$	$				$ 12,250.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Approximately 15 hours of staff time per month at $25.00 per hour for six additional months ($2,250). Facilitation for six additional months ($10,000).

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None Identified

Signature: Jennifer Faubion (Mar 1, 2021 16:34 MST)

Email: jrfaubion@santafenm.gov

Signature: Kyra Ochoa (Mar 1, 2021 16:42 MST)

Email: krochoa@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

f) CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Romero-Wirth moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS: Councilors Rivera and Villarreal's amendment was approved unanimously. Councilor Romero-Wirth's amendment was recommended to be worked on prior to approval.

SEND TO:
Public Works and Utilities Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH		X	
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8k CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033) **Committee Review:** Finance Committee: 3/1/21 Quality of Life Committee: 3/3/21 Public Works and Public Utilities Committee: 3/8/21 Governing Body: 3/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA			X
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL			X
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #2 to PSA #19-0234 with Carollo Engineers, Inc. for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This contract will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. This PSA Amendment and BAR will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0234 with Carollo Engineers, Inc. for NEPA environmental services. Amendment No. 2 is both an increase in budget of $250,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	2/16/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050395	572960	WTR250503	271,094	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 271,094	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with

#2 to the On call Engineering Contract with Carollo Engineers for NEPA work

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	271,094
TOTAL:	**271,094**

Maya Martinez 2/16/2021
Prepared By *{print name}* Date

AJH
AJH (Feb 23, 2021 10:47 MST)
Budget Officer Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Shannon Jones

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: as soon as approved Term End Date: 7/20/25

☐ Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount $ 250000 plus nmgrt

Extend Termination Date to: na

☑ Approved by Council Date: Pending

Amendment is for: Task #14 NEPA

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract 19-0234 $325,000 + nmgrt approved 3/27/19
Amendment#1 #20-0374 $250,000 + nmgrt approved 7/29/20

3. Procurement History: 19/16/P 11/9/18

Fran Donaway (Mar 1, 2021 19:14 MST)

Purchasing Officer Review: Date: Mar 1, 2021

Comment & Exceptions: Amendment 2 to extend and increase funding 3/27/21-3/26/22 (3rd. year)

4. Funding Source: Water Enterprise Cash balance Org / Object: 5050395.572960

Alexis Lotero (Mar 1, 2021 18:38 MST)

Budget Officer Approval: Date: Mar 1, 2021

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) **X** *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

William H Schneider — William H Schneider, PG (Feb 17, 2021 16:45 MST) — Water Resources C — 2.16.21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Mar 1, 2021 09:14 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, 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 engineering services as outlined in the original Agreement for the City.

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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit “C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000) plus gross receipts tax, 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 per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars ($885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents ($74,671.88) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents ($959,671.88). 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. 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring

_____
TITLE Vice President

Date:_____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AL
AL

carollo signed

Final Audit Report 2021-02-23

Created:	2021-02-18
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program

SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow Pipeline Project

February 17, 2021

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.

14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.

14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.

14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.

14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.

14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
b. General overview and assessment of wetlands extent along the lower Santa Fe River
c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of $250,000.

Approved:

Jesse Roach Water Division Director City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

EXHIBIT A

LABOR AND BUDGET ESTIMATE

City of Santa Fe
San Juan Chama Return Pipeline
TO #14 Environmental Services – Phase 2

CITY OF SANTA FE

ENVIRONMENTAL SERVICES, PHASE 2

	Carollo Direct Labor					EMPSi Subcontract														JSA Subcontract										Carollo Direct Expenses (ODC)					
Task Task Description	Senior professional (Hours)	Graphic Design/GIS (Hours)	Senior Technician (Hours)	Total Labor Hours	Total Labor Cost	PM (Hours)	QA/Tech Epert	NEPA Specialist (Hours)	Lead Resource Specialist (Hours)	Lead Planner (Hours)	Resource Specialist (Hours)	Planner (Hours)	Associate Staff (Hours)	GIS (Hours)	Technical Editor (Hours)	Word Processor (Hours)	Clerical (Hours)	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total EMPSi Contract	Principal Hydrogeologist (Hours)	Project Hydrogeologist (Hours)	Staff Hydrogeologist (Hours)	Technical Editor (Hours)	GIS/AutoCad Analyst (Hours)	Project Coordinator	Project Assistant	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total JSA Contract	Subcontract Markup	Travel & Other Direct Costs		PECE on Carollo DL Hours	Total of Expenses	Total Cost
	$225	$98	$169			$249	$188	$155	$152	$136	$129	$124	$106	$102	$105	$77	$71					$175	$100	$85	$80	$90	$60	$50					10%	Trips	Amount	$13		
14.1 Project Coordination																																						
14.1.1 Project Management and Administration	64			64	$14,400													0	$0		$0	5							5	$875		$875	$88	0	$0	$832	$920	$16,195
14.1.2 Subconsultant Management and Administration	8			8	$1,800													0	$0		$0								0	$0		$0	$0	0	$0	$104	$104	$1,904
14.1.3 NEPA Mgmt, Kickoff Meeting and Decision File	20			20	$4,500	40		8			12	12	40	2				114	$18,680		$18,680								0	$0		$0	$1,868	0	$0	$260	$2,128	$25,308
Task 14.1 Totals =	*92*	*0*	*0*	*92*	$20,700	*40*	*0*	*8*	*0*	*0*	*12*	*12*	*40*	*2*	*0*	*0*	*0*	*114*	*$18,680*	*$0*	*$18,680*								*5*	*$875*	*$0*	*$875*	$1,956	0	$0	$1,196	**$3,152**	**$43,407**
14.2 Scoping Meeting and Report																																						
14.2.1 Prepare and distribute public scoping materials				0	$0	16		20	8					32	4	2	10	92	$12,860	$1,169	$14,029								0	$0	$0	$0	$1,403	0	$0	$0	$1,403	$15,432
14.2.2 Public scoping meeting and report				0	$0	16		20	8					0	4	2	10	60	$9,598		$9,598								0	$0		$0	$960	0	$0	$0	$960	$10,557
Task 14.2 Totals =	*0*	*0*	*0*	*0*	$0	*32*	*0*	*40*	*16*	*0*	*0*	*0*	*0*	*32*	*8*	*4*	*20*	*152*	*$22,458*	*$1,169*	*$23,627*								*0*	*$0*	*$0*	*$0*	*$2,363*	0	$0	$0	**$2,363**	**$25,989**
14.3 Draft EA																																						
14.3.1 Internal Preliminary Draft Chapters 1 & 2				0	$0	40	1	20	10	10	40	24	40	20	4	2		211	$31,109		$31,109								0	$0		$0	$3,111	0	$0	$0	$3,111	$34,220
14.3.2 Preliminary Draft and Draft EA				0	$0	40	1	20	10	10	40	24	40	20	8	6		219	$31,840		$31,840								0	$0		$0	$3,184	0	$0	$0	$3,184	$35,024
Task 14.3 Totals =	*0*	*0*	*0*	*0*	$0	*80*	*2*	*40*	*20*	*20*	*80*	*48*	*80*	*40*	*12*	*8*	*0*	*430*	*$62,949*	*$0*	*$62,949*								*0*	*$0*	*$0*	*$0*	*$6,295*	0	$0	$0	**$6,295**	**$69,244**
14.4 Final EA/FONSI																																						
14.4.1 Response to Public Comments and Draft Final EA/FONSI				0	$0	36	1	60	*15*	*15*	*40*	*12*	*4*	*20*	*6*	*4*	*4*	217	$33,116	$2,169	$35,285								0	$0	$0	$0	$3,528	0	$0	$0	$3,528	$38,813
14.4.2 Final EA/FONSI				0	$0	20	1	20	*5*	*5*	*16*	*12*	*4*	*4*	*6*	*4*	*4*	101	$15,319		$15,319								0	$0		$0	$1,532	0	$0	$0	$1,532	$16,851
Task 14.4 Totals =	*0*	*0*	*0*	*0*	$0	*56*	*2*	*80*	*20*	*20*	*56*	*24*	*8*	*24*	*12*	*8*	*8*	*318*	*$48,435*	*$2,169*	*$50,604*								*0*	*$0*	*$0*	*$0*	*$5,060*	*0*	*$0*	*$0*	**$5,060**	**$55,664**
14.5 Technical Support																																						
14.5.1 Prepare technical figures, descriptions, estimates	28	16	101	145	$24,937																$0								0	$0	$0	$0	$1,885	0	$0	$1,885	$1,885	$26,822
14.5.2 Coordination with Preliminary Design	3		4	7	$1,351																$0								0	$0		$0	$0	0	$0	$91	$91	$1,442
14.5.3 Phase 1 Additional Hydrology Suppor	5			5	$1,125																$0	28.00	0.75	7.50	3.25	5.50	4.00	0.25	49	$6,620		$6,620	$662	0	$0	$65	$727	$8,472
14.5.4 New Mexico RAPID wetland assessment	5			5	$1,125																$16,150												$1,615	0	$0	$65	$1,680	$18,955
Task 14.5 Totals =	*41*	*16*	*105*	*162*	$28,538																*$16,150*	*28.00*	*0.75*	*7.50*	*3.25*	*5.50*	*4.00*	*0.25*	*49*	*$6,620*	*$0*	*$6,620*	*$2,277*	*0*	*$0*	*$2,106*	**$4,383**	**$55,691**
TOTAL SERVICES: LABOR HOURS	133	16	105	254		208	4	168	56	40	148	84	128	98	32	20	28	1,014			$172,010								54			$7,495						
TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$29,925	$1,568	$17,745		**$49,238**	$51,816.96	$752.48	$26,106	$8,502	$5,426	$19,049	$10,403	$13,562	$9,992	$3,371	$1,548	$1,997.24		$152,522	$3,338	**$172,010**									**$7,495**	$0	**$7,495**					**$21,260**	**$250,000**

Notes:
1) Assumes teleconference meetings for Carollo
2) Assumes one 3-hour meeting with design firm
3) Task 14.5.3 covers additional hydrology work for Reclamation to support the EA
4) Task 14.5.4 is an estimated cost since New Mexico RAPID guidelines are still draft. This work will only be completed if required by Reclamation based on public scoping and BLM/USFS in

2021 02 17 Amend 1 Carollo revised w exhibits

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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Signature Date: 2021-02-17 - 9:06:50 PM GMT - Time Source: server- IP address: 174.56.49.116

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2021-02-17 - 9:06:50 PM GMT

POWERED BY Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/4/2021 6/26/2020

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED 1472613	CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C : Continental Casualty Company	20443
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16520737 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM, Item 19-0234. City of Santa Fe is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

16520737
CITY OF SANTA FE
PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19.0234

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). 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 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. 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, 2020 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.

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. 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.

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 Section 38-3-1 (G) NMSA 1978. 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, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. 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, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. 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.

24. 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.

25. 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. 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.

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

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

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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: 4/1/19

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING
VICE PRESIDENT
Becky Lane
Vice President

DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, 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 engineering services as outlined in the original Agreement for the City.

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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, 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 per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). 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 Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring
Vice President
TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

Munis # 3200505

MM
mm

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date. March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

wschneider
wschneider (May 28, 2020 09:48 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 29, 2020 13:58 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

whschneider

whschneider (May 28, 2020 08:46 MDT)

Department Rep Signature attesting that all information included

*

GB PWD CAROLLO AMENDMENT 2

Final Audit Report 2021-03-02

Created:	2021-02-24
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL_GvjhE1TplvJ4sfobQkMUWFB_tMgHGa

"GB PWD CAROLLO AMENDMENT 2" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-24 - 11:45:24 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-24 - 11:53:26 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-02 - 1:34:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-02 - 1:38:24 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-02 - 1:38:30 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-02 - 2:10:21 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-02 - 2:14:05 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-02 - 2:14:05 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8l Request for Approval of Amendment No. 2 to PSA # 19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

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.4 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

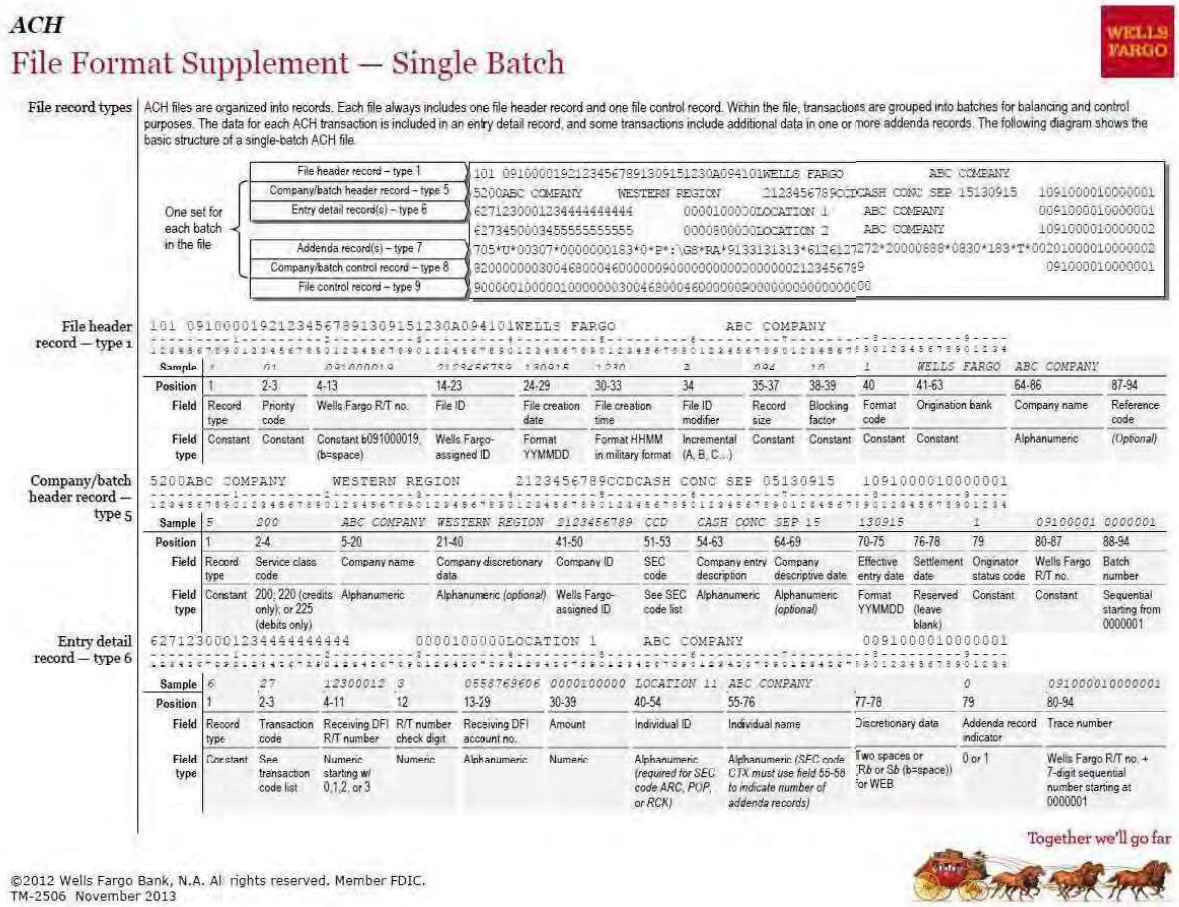
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

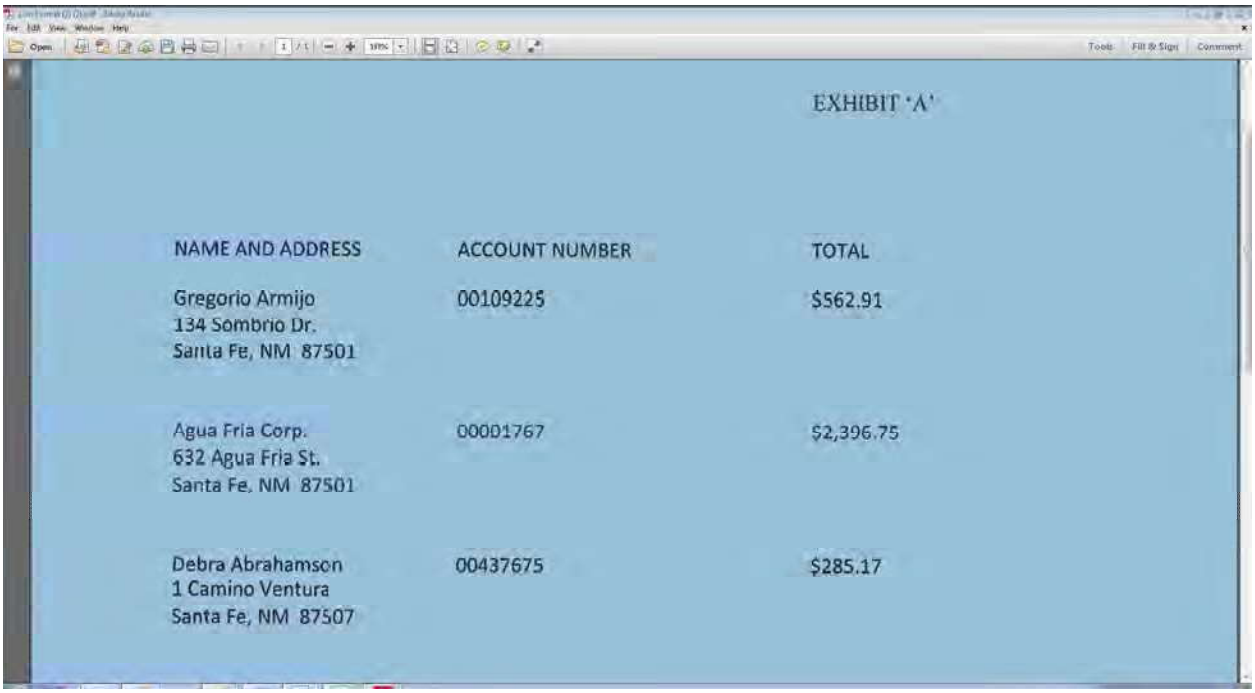

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Nancy Jimenez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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

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

PRODUCER	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

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

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNJMYxjtbM2oklqe7g4JZJY3jq57blmE

"nharris draft 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:10:16 PM GMT- IP address: 63.232.20.2

Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2021-02-24 - 11:14:25 PM GMT

Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2021-02-24 - 11:32:42 PM GMT- IP address: 104.47.65.254

Document e-signed by Nancy L Jimenez (nljimenez@santafenm.gov)
Signature Date: 2021-02-24 - 11:34:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-24 - 11:36:00 PM GMT- IP address: 174.237.132.237

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-24 - 11:36:19 PM GMT - Time Source: server- IP address: 174.237.132.237

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-24 - 11:36:24 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-24 - 11:54:40 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-24 - 11:55:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-24 - 11:55:01 PM GMT

City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

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

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

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

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

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

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

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

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

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. 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 City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – 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 this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount 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. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency 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. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

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

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this 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 for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

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

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

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

ARTICLE 30– GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. 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 such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

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

ARTICLE 33 – FORCE MAJEURE

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

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. 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 such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (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 billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # -4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

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

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) 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, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if 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. 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 Contractor if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. 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 City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to the Agreement to unilaterally reduce funding, 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.

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

Independent Contractor: Contractor and its agents and employees are independent contractors performing professional Services for City and are not employees of the City. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Contract. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Section 13(C) shall be added:

Subcontracting. Contractor shall not subcontract any portion of the Services to be performed under this Contract without the prior written approval of 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 City.

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

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

B. Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, 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 Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

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

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

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.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

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

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8m Request for Approval for Amendment No.4 to Advanced Utility System's Contract to continue the upgrade of the Utility Billing Division Billing System in the amount of $1,048,402 excluding NMGRT.(Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

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.4 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

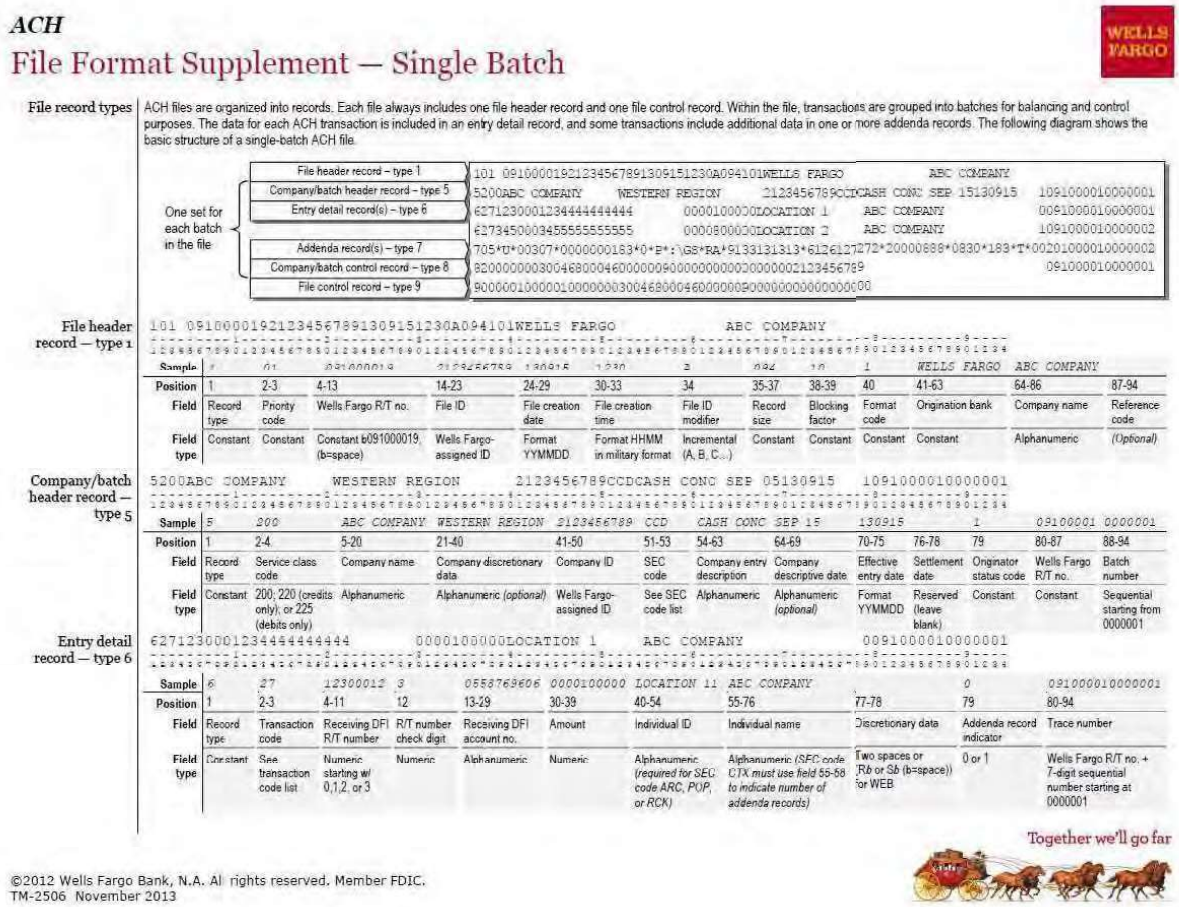
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

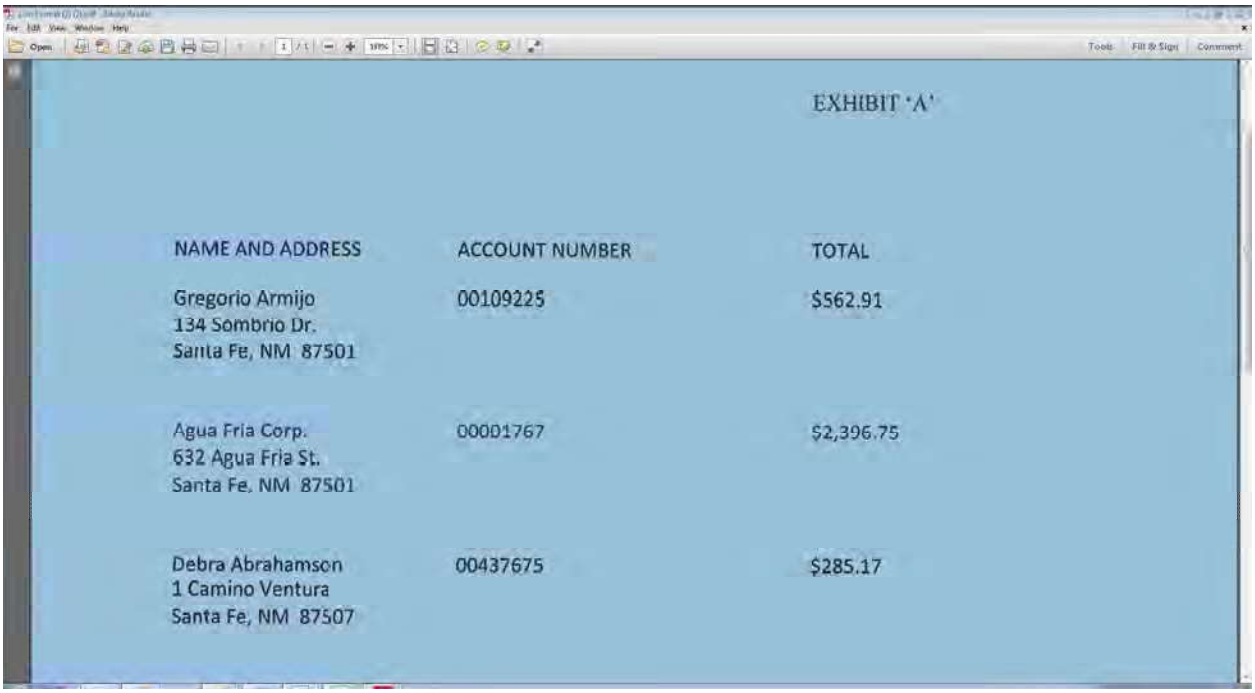

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Nancy Jimenez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

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

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

PRODUCER	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

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

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNJMYxjtbM2oklqe7g4JZJY3jq57blmE

"nharris draft 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-24 - 11:10:16 PM GMT- IP address: 63.232.20.2

Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature
2021-02-24 - 11:14:25 PM GMT

Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)
2021-02-24 - 11:32:42 PM GMT- IP address: 104.47.65.254

Document e-signed by Nancy L Jimenez (nljimenez@santafenm.gov)
Signature Date: 2021-02-24 - 11:34:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-24 - 11:36:00 PM GMT- IP address: 174.237.132.237

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-24 - 11:36:19 PM GMT - Time Source: server- IP address: 174.237.132.237

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-24 - 11:36:24 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-24 - 11:54:40 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-24 - 11:55:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-24 - 11:55:01 PM GMT

City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

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

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

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

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

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

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

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

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

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. 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 City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – 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 this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount 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. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency 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. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

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

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this 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 for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

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

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

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

ARTICLE 30– GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. 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 such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

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

ARTICLE 33 – FORCE MAJEURE

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

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. 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 such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (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 billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # -4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 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. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

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

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) 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, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if 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. 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 Contractor if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. 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 City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to the Agreement to unilaterally reduce funding, 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.

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

Independent Contractor: Contractor and its agents and employees are independent contractors performing professional Services for City and are not employees of the City. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Contract. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Section 13(C) shall be added:

Subcontracting. Contractor shall not subcontract any portion of the Services to be performed under this Contract without the prior written approval of 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 City.

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

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

B. Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, 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 Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

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

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

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.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

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

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8n Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Advanced Utility's System through FY20/21 in the total amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		