CITY OF SANTA FE

"REQUEST FOR PROPOSALS"

Debt Management Software Selection and Implementation Services

RFP # '16/47/P

PROPOSAL DUE:

June 30, 2016

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD

BUILDING "H" Santa Fe,

NEW MEXICO 87505

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER '16/47/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 2651 Siringo Road Building "H" Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, on June 30, 2016.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

DEBT MANAGEMENT SYSTEM and IMPLEMENTATION SERVICES

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on:___06/01/16_____

To be published on:_____06/03/16_____

Received by the Albuquerque Journal Newspaper on:_____06/01/16_____

To be published on:_____06/03/16_____

RFP # '16/47/P

1. Advertisement   June 3, 2016

2. Issuance of RFP: June 3, 2016

3. Receipt of proposals: June 30, 2016 at 2:00 p.m. MST

    Purchasing Office 2651

    Siringo Road Bldg., "H"

    Santa Fe, New Mexico

    87505 (505) 955-5711

4. Evaluation of proposals: Week of July 11, 2016

5. Interviews & Demonstrations (Must be Available)   Week of July 18, 2016

6. Recommendation of award to Finance Committee: August 1, 2016

7. Recommendation of award to City Council: August 10, 2016

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit four copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 30, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number: '16/47/P

Title of the proposal: Digital Asset Management System and Implementation Services

Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

4.   **LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5.   **METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

6.   **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. 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.

7.   <u>**RESIDENT, LOCAL OR VETERANS PREFERENCE**</u>

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.

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%.

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:

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.

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.

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works 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.

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.

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.

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

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 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. I f no proposal 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.

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.

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.

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.

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.

8. **PROTESTS AND RESOLUTIONS PROCEDURES**

Any proponent, 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.

SPECIAL CONDITIONS

1. **GENERAL**

   When the City's Purchasing Officer issues a purchase order document in response to the Offeror's bid, a binding contract is created.

2. **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.

3. **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.

4. **DISCOUNTS**

   Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**

   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.

6. **INVOICING**

   (A) The Offeror's invoice shall be submitted in duplicate and 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.

   (B) Invoice must be submitted to Tourism Santa Fe, 201 W. Marcy Street, Santa Fe, New Mexico 87501 and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**

   Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. **DEFAULT**

   The City reserves the right to cancel all or any part of this order 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.

9. **<u>NON-DISCRIMINATION</u>**

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

10. **<u>NON-COLLUSION</u>**

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.

DELIVERABLES

The City is seeking the professional services of a Debt Management Systems provider and implementation expert to provide the deliverables to include the following but not limited to:

I.   Implementation Plan

II.   Software Delivery and Installation

III.   Training Plan

IV.   User Guides

V.   Users Manuals (Step by Step Instructions for accomplishing the Business Process with the new tool)

<center>**SCOPE OF WORK**</center>

I.   **SUMMARY**

Statement of Work
1.1 Purpose
The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply and implement a Debt Management Software solution for the City of Santa Fe Cash Management & Investment Office. The software must have the ability to assist in Annual Budget Development, Long Term Planning, Annual Invoice Payments, Year End General Ledger Entries, CAFR Reporting and Continuing Disclosure activities. The software must have the capability to easily sort expense and revenue items by primary fund. The solution must be able to meet four objectives:

1. Significantly faster processing of semi-annual payments and annual year-end adjustments.
2. Significantly faster access to data for annual budget preparation.
3. Significantly improved access to reports for City management to use for long term debt planning and multi-year budget planning.
4. Significantly improved access to CoSF debt information.

1.2 Scope & Participation
This RFP will supply the City of Santa Fe's Debt, Cash & Investment Management Officer and users with user and administrative access to the tool.

2. General Information
2.1 The Organization
The City of Santa Fe's Debt, Cash and Investment Management Office is located inside City Hall in downtown Santa Fe at 200 Lincoln Avenue. The Debt, Cash and Investment Management officer's mission is to manage the cash cycle of the City of Santa Fe to ensure timely and accurate liquidity for disbursement of City funds; to manage and ensure timely and accurate payment of City's debt service requirements; and to ensure proper and timely investment of excess cash balances for maximum safety, liquidity and return. The Debt Manager is responsible for approximately $519,000,000 in debt. The City issues bonds and secures loans on a regular basis. Bonds tend to be issued every two years. Loans are secured as needed. In order to save money on interest costs, the city refunds bonds and loans as market conditions allow. The City has one to four such debt issues in a year. Every one of these creates changes in debt service payments, year-end adjustments and reporting. Manual tracking has become more and more complex as a result. Debt financing is going to continue to be a part of the City's total financial program and it needs to take management of all of this detail to the next level.

In June 30, 2005, the City's debt consisted of $246,584,832. This is less than half of the total debt load the city currently maintains. In 10 years, the city has more than doubled the debt load and simply cannot afford to double it again in the next 10 years without comprehensive tools to generate the reports needed to conduct the analysis and guide the decision-making.

The City of Santa Fe relies on one staff person to manage the debt however this tool will have at least 3 other users including the Finance Director, Deputy Finance Director and a back-up Debt Manager. Additionally, one IT staff member and at least the Debt Manager will be given administrative privileges.

The City have undertaken a fairly comprehensive requirements exercise for our future needs, and are looking for tools that will provide excellent functionality, satisfying the above demands and more.

2.2 Existing Technology Environment

Currently, MS Excel is the primary tool used for Debt Management. Year-end adjustments are done manually. Creation of requested reports requires manually extracting from different Excel files into new Excel files, and updates are equally as time consuming. All debt data is stored on the Finance Shared drive where backups are performed daily by ITT.

RFP RESPONSE FORMAT

II.   Scope of Work, Specifications & Requirements

This project will implement a Debt Management System making it much easier to manage all the debt incurred by the City for funding capital projects.

Features and functions being sought include but are not limited to:

- Maintenance of all debt payment schedules.
- Scheduling of all debt payments by due date, principal and interest and fees, total due, department, fund and accounting line item.
- Calculation of all year-end accounting adjustments by bond issue and loan, fund and accounting entry, including accrued interest, reversal of prior year accrued interest, amortization of premium and discount and deferred charges.
- Possible tracking of actual bonds by CUSIP within each bond issue for continuing disclosure purposes.
- Tracking of actual payments made by bond and loan, principal and interest, and date.
- Expanded Reporting capabilities
- Ability to pull data into EXCEL for further manipulation as may be needed.
- Optimally the ability to upload year-end adjustments directly into E-1. If not, then it needs to be able to download into EXCEL for upload into E-1.

The business requirement this project is addressing includes providing the CoSF Debt Manager with an effective tool to manage one of the City's largest financial responsibilities and improve access to essential planning information for the City Council, City Manager and Finance Director. The project also supports the strategic business objective of the city by improving the functionality and value of core business applications.

1.1 Solution Requirements

Using the Requirements Matrix included as **Exhibit G**, specify whether or not the proposed software supports the features desired and describe the vendor's implementation of each feature.

City Of Santa Fe Requirements Matrix (EXHIBIT G)

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported				
	SUP	**MOD**	**3RD**	**FUT**	**NS**
Mandatory Functional Requirements					
General					
G1	The system shall allow for integration with other common desktop applications (e.g., MS Word, MS Excel)				
	The system shall specify the calculation method for Bond fees such as the:				
G2	Initial Term Period				
G3	Ongoing Term period (i.e. Daily, Weekly, Monthly, Fixed Rate Term)				
G4	The system shall allow a user to display and update ratings by series by Rating Agency				
G5	The system shall track the date of a rating change by series.				
	The system shall track and maintain contact information for each contact at the organization (1 to many) including:				
G6	Contact type (i.e. Annual Disclosure, BCB contact, Bond Pricing contact)				
G7	The system shall allow the user to add a sale date when securities are liquidated prior to their stated maturity				
G8	The system shall prepare real-time payment information to be exported.				
System Administration					
SA1	The system shall allow the user to search any view/module for any field within that view /module.				
SA2	The system shall allow the user to add new users.				
SA3	The system shall allow authorized users to inactivate users				
SA4	The system shall allow authorized users to modify tables, attributes and linkages.				
SA5	The System shall conform to industry standard ITIL Practices.				
SA6	The System shall allow authorized users to maintain tables , parameters, values , codes, sort or selection criteria, etc.				
SA7	The System shall allow authorized users to create and define new fields.				
SA8	The System shall allow for the suppression of particular data fields/elements when displaying on-screen, printing, and producing reports.				
SA9	The System should include version control software including version control of third-party and custom software.				

Instructions	RATINGS RESPONSE
Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported

SA10	The system shall allow for role-based security at the screen and field level.					
SA11	The system must have the ability to create new user roles and assign them.					
SA12	The system shall provide the ability to edit user role capabilities and add user level security.					
SA13	When a user is inactivated from the system, the system must identify all of the activities assigned to that person and reassign them to a new user					
Help and Documentation						
HD1	The System should store supporting documentation related to data, retaining the linkages					
HD2	The System shall provide Online Help for technical (e.g., System Administrators) and end-users which supports multiple levels of expertise					
HD3	The System shall provide an online help facility					
HD4	The System shall include a recovery process for an automated, manual or unanticipated shut down.					
HD5	The System shall restore the database to its last consistent state in the event of a system failure					
HD6	The System shall reapply all incomplete transactions previously submitted in the event of System failure					
HD7	The System shall report any data or transactions that failed to process completely in the event of System failure					
HD8	The System shall allow configuration of the number of times a transaction will be reposted in the event of System failure					
Maintenance and Support						
MS1	The System should allow remote Internet software diagnostics capabilities					
MS2	The System should allow remote Internet software upgrades					
MS3	The System shall allow Rollback for unsuccessful upgrades					
Debt Administration						
	The system has the ability to track and record debt including:					
DA1	Bonds;					
DA2	Notes;					
DA3	State revolving fund loans;					
DA4	State bond loans; and					
DA5	Lease purchase agreements; and					
DA6	**Other** user-defined debt sources (e.g., TIF).					
DA7	Conduit Revenue Bonds					
	The system has the ability to track debt information including:					
DA8	Type of debt;					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)		RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported				
DA9	Source of pledge;					
DA10	Source of payment;					
DA11	Description;					
DA12	Date of issuance;					
DA13	Date of maturity;					
DA14	Term;					
DA15	The debt schedule as approved by council (No Rounding)					
DA16	Rating, and to specify the source; need at least three options					
DA17	Bond Proceeds					
DA18	Bond cost;					
DA19	Paying Agent Fees					
DA20	Underwriter Discount					
DA21	Bond Counsel Fees					
DA22	Financial Advisor Fees					
DA23	Rating Agency Fees					
DA24	Other Miscellaneous					
DA25	Interest rate on the debt					
DA26	Step interest rates;					
DA27	Interest paid;					
DA28	Refunded bond original data; including principal, interest maturity date etc.					
DA29	Premium amount;					
DA30	Discount Amount					
DA31	Interest payment dates;					
DA32	Principal payment Dates					
DA33	Loan Fee Payment Dates					
DA34	Lock Out Dates					
DA35	Call premiums;					
DA36	Call dates;					
DA37	Other user-defined information. i.e. Bond Team Information , council ordinance number and meeting date, Arbitrage Consulting Fees etc.					

Instructions	RATINGS RESPONSE
Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported

ID	Criterion					
DA38	The system has the ability to accommodate at least 50 user defined fields. (Need to know what is the specificity of the fields)					
DA39	The system has the ability to add user defined fields.					
DA40	The system has the ability to split debt across departments by established GL Codes					
DA41	The system has the ability to split debt across divisions. i.e debt in 3 places for Water by established GL Codes.					
DA42	The system has the ability to generate the annual debt budget.					
DA43	The system has the ability to attach files or documents to specific instances of debt (e.g., bond transcript, Arbitrage Reports etc.).					
DA44	The system has the ability to track Individual bond data i.e. CUSIP data, Stated Maturity Date, Principal and Interest rate.					
DA45	The system has the ability to forecast annual debt repayments broken down by P&I for all future years, by year.					
DA46	The system has the ability to attach files or documents from the County's document management system to specific instances of debt (e.g., bond transcript).					
DA47	The system has the ability to accommodate the City's current General Ledger accounting system (JD Edwards EnterpriseOne, running version 8.12): 5 numeric for fund, 12 numeric for business unit, 6 numeric for Object and 8 numeric for Subsidiary					
Debt Management at Issuance						
	The system shall record bond data for different bond programs, including:					
DM1	Conduit Revenue Bond					
	The system shall record each of the following fields for a Bond Sale:					
DM2	Issuer					
DM3	Bond Sale Description					
DM4	Par Value of Bonds					
DM5	Rate type (Fixed, Variable , both)					
DM6	Sale Date (Pricing Date)					
DM7	Closing Date					
DM8	Final Maturity Date					
DM9	Type of sale (Competitive or Negotiated)					
DM10	Dated Date					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported				
DM11	Type of Offering (Public or Private)				
DM12	Number of Bids (if Competitive)				
DM13	True Interest Costs				
DM14	Net Interest Costs				
DM15	Trustee Name				
DM16	Registrar Name				
DM17	Paying Agent				
DM18	Arbitrage yield				
DM19	Series				
DM20	Continuing Disclosure				
DM21	Annual Report Date calculated by the earliest in the series				
DM22	Dissemination Agent				
DM23	The system shall allow for the Annual Report Date to be adjusted by user				
DM24	The system shall be able to assign fees to a bond sale				
DM25	The system shall allow a user to add bond sale participants to a bond sale (i.e. UW, Bond Counsel, FA, etc.)				
DM26	The system shall be able to track aggregate maturity CUSIPs for the bond sale as well track CUSIPs at the series maturity level.				
	The system shall include each of the following fields for Series:				
DM27	Debt type				
DM28	Purpose (New money, refunding)				
DM29	Issuer name				
DM30	Program name				
DM31	Statute				
DM32	Federal Tax-exempt/taxable/Subsidized/AMT				
DM33	State Tax-exempt/taxable				
DM34	Ownership information (i.e. Book Entry, Registered, Bearer)				
DM35	The system shall be able to split a series into sub-series and change elements of the sub-series.				
	The system shall include each of the following fields for Maturities:				
DM36	Insurer (Bond Insurance company)				

| Instructions
Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response) | RATINGS RESPONSE
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	The system shall track the following subsidy information (i.e for Build America Bond) by series or sub-series:					
DM37	Tax Subsidy Rate					
DM38	Scheduled Filing Dates					
	The system shall calculate the expected Filing Amount for each date based on the subsidized debt service interest payments, the filing dates, and the subsidy rate:					
DM39	Actual Received Dates					
DM40	Actual Subsidy Received for each date					
DM41	Actual Tax Subsidy rate					
DM42	The system shall create the 8038-CP form.					
DM43	The system shall allow the user to differentiate between new money and refunding within a single sale.					
DM44	The system shall associate projects and or rental payment schedules to a series.					
DM45	The system shall allow the user to view all projects associated with a single bond sale or series.					
Reporting						
R1	The system shall have the capability to run reports automatically on a user defined schedule (e.g.daily, weekly, monthly yearly)					
R2	The system shall ensure that reports maintain formatting independent of printing.					
R3	The system shall allow a user to customize report text/font (e.g. multiple font selection, font size, font style, and text alignment)					
R4	The system shall allow the user to add or remove customized report headers and footers during export of query results.					
R5	The system shall allow the user to generate and distribute reports based on events, process milestones, pre-defined data thresholds or user defined criteria.					
R6	The system has the ability to provide a detailed expenditure report for arbitrage reporting.					
R7	Ad hoc query - Deliver an integrated ad hoc query capability to support Debt Manager access to and analysis of System maintained data					
R8	Ad hoc query origination- Deliver the capability to define parameter-based query scripts that can be queued for execution, stored for re-use and shared with other authorized agency users					
R9	Ad hoc query execution - Process submitted queries and queue output on-line for access by authorized users.					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported

R10	Report spooling - Delivered system must include a reports management capability to enable online retrieval, viewing, re-printing, and permanent archiving of system-generated reports.					
	Fees					
	The system shall include the following fee categories:					
F1	Bond Sale - fees directly related to a bond sale by series and bond act					
F2	Variable Rate					
F3	Commercial Paper					
F4	Program administration					
F5	The system shall allow a user to create new fee categories					
F6	The system shall allow a user to add new fee types within categories					
F7	The system shall track fees by series, bond sale, department and/or program.					
F8	The system shall track the history of fees paid					
F9	The system shall allow for a user to set a fee recurrence (Daily, weekly , monthly, quarterly, annually, specified period of time)					
F10	The system shall track fee data in real time					
F11	The system shall track actual and estimated fees					
F12	The system shall allow for period of performance to be entered for fees.					
F13	The system shall track fee invoice date					
F14	The system shall have the capability to calculate fees or manually input fees					
F15	The system shall allow for the user to enter the payment date for a fee					
F16	The system shall allow the user to enter payment details after a fee is paid (i.e. claim schedule number, reference number, check number and amount paid)					
	The system shall track types of fees related to a bond sale including :					
F17	Underwriter management fee					
F18	Underwriter expenses					
F19	Takedown					
F20	Cost of Issuance					

Instructions
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F21	The system shall have the capability to assign firms to fee types					
	The system shall track fees related to variable rate bond ongoing expenses including:					
F22	Tender Agent					
F23	Remarketing Agent					
F24	LOC related fees, eg. LOC fee, LOC amendment fee, LOC transfer fee					
F25	Financial advisor					
F26	Rating Agency					
F27	Counsel					
F28	Bank bond fees					
F29	Draw fees					
F30	Track variable rate fees by statute, program, and series.					
F31	The system shall track administrative fees by program, department and/or bond sale					
F32	The system shall allow the user to track the fund number from which administrative fees are paid.					
Tax						
	The system shall display and allow the user to update the following Tax Arbitrage information:					
TA1	Report number					
TA2	Report prepared by					
TA3	Payment responsibility					
TA4	First calculation date					
TA5	Final calculation date					
TA6	Filing period days					
TA7	Next calculation date (end of Bond year)					
TA8	Evaluation frequency					
TA9	Current yield restriction liability					
TA10	Current arbitrage rebate liability					
TA11	Arbitrage yield					
TA12	Tax Compliance status					
TA13	Rebate payment due date					
TA14	Yield restriction rebate paid to date					
TA15	Arbitrage rebate paid to date					
Disclosure and Financial Reporting						

Instructions	RATINGS RESPONSE
Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported

	The system shall have a material events log that allows material events to be tracked by CUSIP and bond sale including:					
DFR1	Material Event Type					
DFR2	Date of Event					
DFR3	Date Filed					
DFR4	The system shall automate the upload of material events and details to reporting agency.					
Technical						
TE1	The system shall have the ability to designate an effective date for a change to system data.					
TE2	User notices - Delivered system must provide the capability to generate user alerts based on agency-defined thresholds (i.e trigger events). For example, electronically warn budget officer when available funds reach 50% of the allotment. 30 day notice of debt payments due					
TE3	Internal database controls - Maintain internal database consistency at all times. In the event of a system failure the system must have the capability to: -Back out incompletely processed transactions -Restore the system to its last consistent state before the failure occurred -Restore the system to its last consistent state before the failure occurred -Re-apply all incomplete transactions previously submitted by the user -Validate internal database consistency to ensure duplicate postings are avoided -Report any data or transactions that failed to process completely					
TE4	The system must have the capability to run backups as often as the user needs independent of Daily Backups					
TE5	Error Handling - Deliver common error handling routines across functional modules. Generate meaningful and traceable error messages that allow the user or system operator to identify and respond to reported problems					
TE6	Data Archiving - Deliver a document archiving capability. Include the ability to define establish, and maintain archival criteria, such as date, accounting period, closed items, and vendors/customers inactive for a specific time period. Archiving of closed or completed detail transactions must not affect related general ledger account balances					
TE7	Archived data retrieval - Deliver the capability to restore archived data based on agency-defined criteria such as date, accounting period, or vendor/customer.					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported

TE8	The systems Electronic Data Interchange (EDI) facility shall have the functionality to accept records with pre-defined formats, protocols, and media by the use of specialized , media specific receipt applications including: -CD/DVD ROM -File Transfer						
Bond Call							
BC1	The system shall display bond call provisions						
	The system shall include each of the following fields once a bond is called:						
BC2	Redemption price						
BC3	CUSIP						
BC4	Additional premium						
BC5	Principal amount called						
BC6	Maturity date						
BC7	Redemption date						
BC8	Series Dated date						
BC9	The system shall allow a user to create, modify or deactivate bond calls						
BC10	The system shall for allow partial or full redemptions						
BC11	The system shall allow a user to search for bond calls by bond call fields and/or series, maturity. CUSIP. program. project. series dated date						
BC12	The system shall calculate standard optional call premium						
BC13	The system shall allow a user to call bonds by maturities						
BC14	The system shall allow a user to call bonds by series						
BC15	The system sl1all automatically prorate or manually adjust the remaining rental payment schedules for partial redemptions						
BC16	The system shall allow a user to identify source(s) of payment for a bond call						
BC17	The system shall automatically prorate or manually adjust sinking fund schedule when there is a bond call.						
BC18	The system shall allow a user to manually revise the existing sinking fund schedule when there is a bond call {Including refunding bonds)						
Refund - Refinance							
	The system shall track the following information for a refunding series of Bonds when a series is sold to refinance bonds:						

	Instructions	RATINGS RESPONSE

Instructions
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		SUP	MOD	3rd	FUT	NS
RR1	Refinancing program					
RR2	Purpose (i.e. Current refunding, advanced refunding, new money , combination)					
RR3	Series refinanced					
RR4	Par amount refinanced					
RR5	Net present value savings					
RR6	Gross debt service savings					
RR7	Advance refundable? (Yes, No, Partial)					
RR8	Maturities refinanced					
RR9	The system shall calculate advanced refunding date or current refunding date based on closing date and call date					
RR10	The system shall allow the non-refunded portion to retain its attributes					
RR11	The system shall associate a refunding series to a previously issued maturity or part of a maturity within a previously issued series					
RR12	The system shall be able to associate a refunding series to one or more projects and its rental payment schedule(s)					
RR13	The system shall track the refunding history of project					
RR14	The system shall allow a user to separate the par amount of the refunded bonds from the par amount of the refunding portion of the series					
RR15	The system shall compare the par amount refinanced to the par amount of the maturity to determine whether event is partial or full refunding					
RR16	The system shall allow a user to enter refunding amount issued and the amount to be refunded					
	The system shall allow a user assigning the old maturities to the refunding event to select any maturity and assign to the refunded series:					
RR17	Effective date the event takes place (Closing date)					
RR18	Amount refinanced					
Debt Service						
	The system shall calculate, track and maintain real-time debt service and supporting"- information by Bond act, series, CUSIP, fund number and payment date for:					
DS1	Capital appreciation bonds, fixed and variable rate bonds, interest rate sweep agreements, and other alternative financing arrangements					
	The system shall have the capability to calculate debt service and allow manual override if needed for past or future payment date by:					

| Instructions — Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response) | RATINGS RESPONSE — SUP: Supported as delivered / MOD: Supported via modifications / 3rd: Supported via third party solution / FUT: Will be supported in a future release / NS: Not Supported |

ID	Criterion	SUP	MOD	3rd	FUT	NS
DS2	Fiscal Year					
DS3	Statute					
DS4	Program					
DS5	Series					
DS6	Maturity					
DS7	Project					
DS8	Payment Date					
DS9	Registrar/Paying agent					
DS10	CUSIP					
DS11	Liability					
DS12	No liability					
DS13	Issuer					
DS14	Dealer					
DS15	Bond sale					
DS16	As of Date					
DS17	The system shall calculate payments on an accrual basis					
DS18	The system shall efficiently upload rates to OMS for CUSIPs					
DS19	The system shall track bank bond history					
DS20	The system shall create a unique identifier for each scheduled payment					
DS21	The system shall prepare real-lime payment information to be exported					
Reserves						
	The system shall track the following information for a reserve account:					
Re1	Issuer					
Re2	Reserve fund name					
Re3	Reserve fund number(s)					
Re4	Amount required					
Re5	Additional required amount					
Re6	Effective date					
Re7	Account closing date					
Re8	Current balance					
Re9	Department					
Re10	Reserve type (i.e. cash, investment, surety)					
Re11	Date(s) the reserve requirements change					

Instructions	RATINGS RESPONSE
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Re12	Status (active, inactive or closed)					
Re13	Reserve language					
Re14	Action needed to release					
Re15	The system shall allow a user to create a new reserve fund					
Re16	The system shall allow a user to add a new reserve fund type					
Re17	The system shall allow a user to manually enter required reserve amounts					
Re18	The system shall allow a user to associate series to a reserve					
Information Security						
	Cloud/Hosted Solution:					
IS1	Password: Implement a strong password policy of 12. Use a unique password for each of your important accounts. Use a mix of letters, numbers, and symbols in your password.					
IS2	Browser: most current web browser (IE, Firefox, Safari) ensuring web browsing capability of SSL 128 or 256bit encryption.					
IS3	Auditing Capabilities: Needs to be accomplished on a monthly basis, success and failure for login attempts, files generated and or changed					
	In House Solution:					
IS4	Password – Implement a strong password policy of 12 characters. Use a unique password for each of your important accounts. Use a mix of letters, numbers, and symbols in your password.					
IS5	Auditing – Needs to be accomplished on a monthly basis. This report should produce the following: Success and Failure for login attempts. Files generated and or changed.					
IS6	User Access Control: Access to the system is managed and tracked. Roles and privileges defined with in the software.					
IS7	File Server Security. Is capable of being locked down based on "need to access".					
Hardware - Software						
HS1	The system shall be compatible with Windows Server 2012R					
HS2	The system must be able to run in a Virtual environment (WMWARE is preferred)					
HS3	The contractor shall acquire, install, configure and maintain all hardware and equipment for all system environments. At the sole discretion of the City, the City may furnish some or all hardware and equipment and provide to the contractor to install, configure and or maintain.					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)	RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported				
HS4	The Contractor shall work with City staff to leverage existing City hardware and software in the implementation of the System if on-premise deployment is determined.				
HS5	The Contractor shall provide access, licensing and training to the City for contractor provided hardware and equipment required for all facets of the System (e.g., design, development, implementation, repair, maintenance, operations. recovery, and support).				
HS6	The Contractor shall populate training environments with data converted from City systems or simulated data as approved by the City.				
HS7	The Contractor shall provide the testing tools and test configuration to the City as the System is transitioned into City service and support.				
HS8	At the time of Contract execution, the Contractor shall agree to use the most current or emerging version of software or tool as approved by the City for any Third Party or Custom software or tool addition included or introduced with the System.				
HS9	The contractor shall work with City staff or City-hired contractor to complete an independent pre-production assessment of security controls prior to implementation.				
HS10	The system architecture shall be web-server or client-server. If client-server, then compatible with a Microsoft Windows 7 client operating system. If web-server, then compatible with Microsoft IE 11.				
Optional Functional Requirements					
General					
G9-O	The system shall allow multiple users to view the same information within a view at the same time.				
G10-O	The system shall have the capability to preview a query, form, report, or other result before printing.				
G11-O	The system shall include re-sorting or re-grouping and/or filter data returned from a query, without requiring a new query to be executed.				
G12-O	The system shall have the capability to schedule batch queries to run at some time in the future.				
Help and Documentation					
HD9-O	The System shall allow customization of any Online Help of the System (e.g., M terminology, lookup codes, custom workflows and frequently asked questions) by an authorized user				
Test Environment					
T1-O	The test environment(s) must be able to roll the system date forward and backward				

	Instructions	RATINGS RESPONSE

Instructions
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ID	Requirement					
T2-O	The data in the test environments shall have the capability to be updated and refreshed as needed					
T3-O	Test environment shall allow for user security roles that can be enabled or disabled to allow changes to data					
Debt Administration						
DA48-O	The system has the ability to import data from the General Ledger					
DA49-O	The system has the ability to calculate pre-payment penalty options based on user defined guidelines.					
DA50-O	The system has the ability to record approved financing available versus draws (by law can draw $1M, and need to track how much is left to draw).					
DA51-O	The system has the ability to record whether the ability to prepay or cancel debt outstanding.					
Debt Management at Issuance						
DM46-O	The system shall include each of the following field for Maturities: (LOC) Provider					
Reporting						
R11-O	The system shall have the capability to schedule a report to run at a specified time in the future.					
R12-O	The system shall allow the user to add standard and custom watermarks to reports.					
R13-O	The system shall allow the user to draw custom borders around sections of report text.					
R14-O	The system shall allow the user to add remarks or comments within a report and to save and print the comments with the report.					
Fees						
F33-O	The system shall track program administrative fees including:					
F34-O	Tax Preparer					
Bond Call						
BC17	The system shall allow for a user to select which rental payment schedules are adjusted due to a bond call					
Debt Service						
DS22-O	The system shall have the capability to calculate debt service and allow manual override if needed for past or future payment date by: Calendar Year					
Reserves						

	The system shall track the following investment information :					
Re19-O	Issuer					
Re20-O	Fund Number					
Re21-O	Sub Fund number(s)					
Re22-O	Fund Name					
Re23-O	Department Name					
Re24-O	Department Number					
Re25-O	Type of fund: escrow, reserve, debt service					
Re26-O	Amount invested					
Re27-O	Purchase date					
Re28-O	Premium/discount amount					
Re29-O	Security name					
Re30-O	Type of security : Forwards, Investment Agreements, Security, SMIF					
Re31-O	Settlement date					
Re32-O	Maturity date					
Re33-O	Interest rate					
Re34-O	Initial payment date					
Re35-O	Yield					
Re36-O	Status (relating to maturity of investment): open or closed					
Re37-O	CUSIP					
Re38-O	Payment frequency					
Re39-O	Purchase price					
Re40-O	Next payment date					
Re41-O	The system shall allow a user to associate investments to a series					
	The system shall allow a user to enter security sale information including:					
Re42-O	Principal					
Re43-O	Premium/discount amount					
Re44-O	Sale Date					
Re45-O	Settlement date					
Re46-O	Yield					
Re47-O	Price					

Instructions Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. (More than one response to a single requirement will be treated as a non-response)		RATINGS RESPONSE SUP: Supported as delivered MOD: Supported via modifications 3rd: Supported via third party solution FUT: Will be supported in a future release NS: Not Supported				
Re48-O	Proceeds					
Re49-O	The system shall allow a user to select or add security name					
Re50-O	The system shall allow a user to select or add security type					
Re51-O	The system shall allow a user to add one or more securities to a fund					
Re52-O	The system shall allow a user to automate the upload of security information					
Re53-O	The system shall allow a user to add a sale date when securities are liquidated prior to their stated maturity					

1.2 Vendor Qualifications and References

All vendors must provide the following information in order for their proposal to be considered:

Example:

1. A brief outline of the vendor company and services offered, including:

   - Full legal name of the company.

   - Name of Contact

   - Contact Information:

     o Title

     o Telephone Number

     o Email

     o Address

   - Year business was established.

   - Number of people currently employed.

   - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.

2. An outline of the product line-up they currently support.

3. A description of their geographic reach and market penetration.

4. An outline of their partnerships and relationships to date.

5. An outline of their current and future strategies in the marketplace.

6. Information on current software clients, including:

- Total number of current clients.

- A list of clients with similar needs using the same software.

- Evidence of successful completion of a project of a similar size and complexity.

7. References: Contact information for three references (Company, name, title, telephone number and email) from projects similar in size, application, and scope, and a brief description of their implementation.

1.3 Deployment Models

The following pricing sheets are to be used as a guide for your response. Please indicate the types of pricing/installation models offered by your enterprise by placing an "X" under the "Available" column. If a model is not offered, please indicate this by placing an "X" under the "Not Offered" column.

Deployment Models	Available	Not Offered
On-Premise Model	☐	☐
Software-as-a-Service or Hosted Model	☐	☐
Other (please specify)	☐	☐

1.4 Solution Implementation Approach & Support
Describe how you propose to work with the City of Santa Fe to deliver services and/or products.

1. Customer support

Provide toll free customer support 24 hours, seven days per week.

2. Data management

Provide data management design that supports integration and sharing of data among all applications.

3. Implementation support

Provide complete turnkey on-site implementation and project management support.

4. Training

Provide training to end users and IT staff.

5. Software updates

Provide future software releases and updates to all applications (desktop and mobile) as part of regular software maintenance fees.

6. Technical documentation

Provide technical documentation for support staff including system overviews, design, flowcharts, and file layouts.

7. User manuals

Provide complete set of user manuals for all software applications to document and explain system features and functions. Comment on availability of manuals online, and mobile accessibility.

1.5 Cost

All vendors must fill out the following cost breakdown for the implementation of their DAMS solution for the City of Santa Fe's project as described in this RFP. The vendor must agree to keep these prices valid until June 2017

Five Year Total Cost Summary

For all available deployment models listed above, provide a five-year cost summary as displayed below.

Five Year Total Cost Summary						
Costs	**Total**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Documentation & Training						
Installation						
Interfaces						
Legacy Data Conversion and Loading						
Project Management						
Misc.						
Other (specify)						
On Premise Deployment Model						
Hardware						
Software						
Third-Party Software						
Hardware Maintenance						
Software Maintenance						
Hosted Deployment Model						
Software						
Third-Party Software						
Software Maintenance						
Hosting						
Software as a Service (SaaS) Deployment Model						
Software Subscription						
Total:						

Descriptions:

Hardware: List, describe, and record the cost of each piece of hardware that is required to optimally run the software.

Software: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed software.

Third-Party Software (Middleware): List, describe, and record the cost of each piece of software (including operating systems) that is required to optimally run the software.

Installation: Specify any labor, equipment, supplies, or other costs associated with installing your proposed software; including installation, configuration, customization, testing and cutover.

Interfaces: Specify any labor, equipment, supplies, or other costs associated with integrating your software into our current architecture and back-end systems.

Legacy Data Conversion and Loading: Specify any labor, equipment, or other costs associated with converting and importing legacy data from current systems into your solution.

Software Maintenance: Specify any ongoing costs associated with the operation and maintenance of your proposed software.

Hardware Maintenance: Specify any ongoing costs associated with the operation and maintenance of your proposed hardware.

Documentation & Training: Specify any costs associated with your user or technical documentation.

Project Management: Specify any costs associated with the administrative management of the project.

Miscellaneous: List and describe any other costs associated with your proposed software solution.

SELECTION CRITERIA

III.   Selection Factors:
Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

1. **Solution Requirements (200 points)**

    Scoring will represent the capability of the proposed solution to meet functional and technical requirements as represented in the completed requirements matrix.

2. **Vendor Qualifications and References (100 points)**

    Evaluation criteria will include 1) relevant organization and personnel experience and

knowledge , 2) business, organizational and technical skills; and 3) quality of the staffing plan; 4) the number and types of similar DAMS projects the Offeror or its employees have completed successfully; 5) the general level of experience in the areas of project leadership, execution and monitoring; 6) the organization's ability to satisfy project objectives; and 4) the level of satisfaction expressed by the customer references provided.

3. **Solution Implementation Approach & Support (75 points)**

Evaluation criteria will include 1) the detail and clarity of the proposed approach to successfully execute the project; and 2) the inclusion of any unique approaches designed to save time and money or increase the benefits or effectiveness of the proposed work.

4. **Cost (125 points)**
The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available.
Responses will be evaluated and top vendors will be scheduled for a product demonstration executed from a demonstration script that will be provided. Scoring for Solution Requirements will be adjusted based on the project demonstration.

*Evaluation Points 1-5

1. Poorly addresses, not adequate
2. Insufficiently addressed capabilities questionable
3. Adequate response, capable
4. Good response, capabilities more than adequate
5. Exceed expectations, superior response

Evaluation Criteria

All proposals will be evaluated and rated in accordance with the following criteria and the indicated weighted value of the criteria.

CRITERIA	Weighted Value	Evaluation Pts. Total 1-2-3-4-5		Max Score
Solution Requirements	40x	x	_____	200
Vendor Qualifications & References	20x	x	_____	100
Solutions Implementation Approach & Support	15x	x	_____	75
Costs	25x	x	_____	125
Total				500

PLEASE NOTE THAT THE LOWEST COST IS NOT THE SOLE CRITERION FOR RECOMMENDING CONTRACT AWARD

The products will be evaluated on ease of use and how each product automates the business process.

5. Evidence of Liability Insurance Coverage.   (Mandatory)

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit the **local preference certification form with its offer.** If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**

2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.

3. **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.**

4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.

5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.
A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM
 (Exhibit E)

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 YOU OFFER

RESIDENT VETERANS PREFERENCE CERTIFICATION (Exhibit F)

_____(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 $1M 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 $1M but less than $5M allowing me the 8% 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 $5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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 1 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, which 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 of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS_____DAY OF_____, 2012.

_____
NOTARY PUBLIC

My Commission Expires: _____

_____

City of Santa Fe (Exhibit A)

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

[CHOICE #1 - If procurement method is a RFP or Sole Source, use the following language: WHEREAS, all terms and conditions of the **[RFP Number and Name]** **[SOLE SOURCE]** and the Contractor's response to such document(s) are incorporated herein by reference; and**]**

[CHOICE #2 – If procurement method is a state price agreement, use the following language: "WHEREAS, this Agreement is issued against the state price agreement, established and maintained by the New Mexico State Purchasing Division of the General Services Department, SPD [**Insert state price agreement number and name**], and through this language hereby incorporates this price agreement by reference and gives the price agreement's terms and conditions precedence over the terms and conditions contained in this present Agreement;"**]**

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 IT Director 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 IT Department 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.   "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.

L.   "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.

M.   "GRT" shall mean New Mexico gross receipts tax.

N.   "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

O.   "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.

P.   "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.

Q.   "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.

R.   "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

S.   "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 IT Director 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].

T.   "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.

U.   "Qualified" means demonstrated experience performing activities and tasks with Projects.

V.   "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.

W.   "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

X.   "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.

Y.   "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

Z.   "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

AA.   "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.

BB.   "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.

CC.   "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.

ARTICLE 2 – SCOPE OF WORK

A.   Scope of Work. The Contractor shall perform the work as outlined in Exhibit G, 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. [**CHOICE #1** – If a software license is required, use the following language.] Contractor hereby grants the City a [**CHOICE #2**- If a perpetual license is required, use the following language] non-exclusive, irrevocable, perpetual license to use, modify,

and copy the following Software: [Insert name of software and patent number if applicable]

[**CHOICE #3**- If the license is required for the term of the Agreement, use the following language] 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 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 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, the Contractor shall make available to the City: 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.

[**CHOICE #3 –** Not Applicable. The Parties agree there is no License.**]**

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. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.

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] Compensation for a statewide price agreement shall not exceed $200,000.00 per year. Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:
   o [Insert professional service category(s) and define rate(s).]

Payment 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 [INSERT percentage which is recommended at - twenty percent (20%)] of the fixed-price 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.] [**CHOICE #2** – Not Applicable – The Parties agree there is no retainage.]

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 IT Director 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 IT Director. In order to Accept the Deliverable, the IT Director, 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 [**CHOICE #1- RFP**] [**CHOICE #2 – state price agreement**] [**CHOICE #3 - Sole Source**] [**CHOICE #4 – other procurement method of (please specify**)];
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 IT Director or their Designated Representative, the IT Director 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 IT Director receives the Deliverable(s) and accompanying Payment Invoice.

C.   Rejection. Unless the IT Director 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 IT Director receives the Deliverable(s) and accompanying Payment Invoice, the IT Director 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 IT Director with all appropriate corrections or modifications made and/or addressed. The IT Director 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 IT Director. 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

[**CHOICE #1**- If the Agreement is based on a state price agreement and is for professional services *only* OR it is for a combination of professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #2**- If the Agreement is based on a state price agreement and is only for tangible property and/or services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #3**- If the Agreement is NOT based on a state price agreement and is for professional services only, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #4**- If the Agreement is NOT based on a state price agreement and is for only tangible property and *does not include* professional services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

[**CHOICE #5**- If the Agreement is NOT based on a state price agreement and is for *both* professional services and tangible property/services, use the following language] THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall terminate on **[Insert Termination Date]**, unless terminated pursuant to Article 6. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. <u>Grounds</u>. 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. <u>Appropriations.</u> 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. <u>Notice; City Opportunity to Cure.</u>
    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. <u>Liability.</u> 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; <u>provided</u>, <u>however</u>, 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.*

<u>ARTICLE 7 – TERMINATION MANAGEMENT</u>

A. <u>Contractor</u>. 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. <u>City.</u> 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.

<u>ARTICLE 8 – INDEMNIFICATION</u>

A. <u>General.</u> [Delete if the Agreement is between two public entities - 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.]

[Use if the Agreement is between two public entities - Neither party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

B.   [Delete if the Agreement is between two public entities - 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. <u>Intellectual Property Indemnification</u>. 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. <u>City Rights</u>. 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. <u>General</u>. 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 IT Director 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 IT Director. 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 IT Director 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 IT Director 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 IT Director 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 submit all reports directly to the Department, and copy the City.

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 – 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 27 – 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

For CONTRACTOR

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

ARTICLE 28 – 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.

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 29 - 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 30 - 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 31 – 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:

CONTRACTOR:

_____
JAVIER M. GONZALES, MAYOR

_____
NAME AND TITLE
DATE:_____

DATE:_____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

_____MDM_____ 5/23/19
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ
FINANCE DIRECTOR

_____
Business Unit Line Item

FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT G – SCOPE OF WORK

I.   Purpose of the Agreement including goals and objectives:
The solution must be able to meet following objectives:

      A.   Significantly faster processing of semi-annual payments and annual year-end adjustments.

      B.   Significantly faster access to data for annual budget preparation.

      C.   Significantly improved access to reports for City management to use for long term debt planning and multi-year budget planning.

      D.   Significantly improved access to CoSF debt information.

      E   The system must deliver the following Features and functions :
- Maintenance of all debt payment schedules.
- Scheduling of all debt payments by due date, principal and interest and fees, total due, department, fund and accounting line item.
- Calculation of all year-end accounting adjustments by bond issue and loan, fund and accounting entry, including accrued interest, reversal of prior year accrued interest, amortization of premium and discount and deferred charges.
- Possible tracking of actual bonds by CUSIP within each bond issue for continuing disclosure purposes.
- Tracking of actual payments made by bond and loan, principal and interest, and date.
- Expanded Reporting capabilities
- Ability to pull data into EXCEL for further manipulation as may be needed.
- Optimally the ability to upload year-end adjustments directly into E-1. If not, then it needs to be able to download into EXCEL for upload into E-1.

II.   <u>Performance Measures:</u>

      All Deliverables must be signed for and approved by three designated members of the City of Santa Fe project team which include the IT Project Manager, Business Sponsor and Executive Sponsor. The Project Deliverables approval packet must include; Contract item, Invoice, Purchase Order and the Deliverable.

III.   Activities.
        The Contractor shall provide the following services for the City:

   A   Implement a Debt Management Solution. The software must have the ability to
            assist in Annual Budget Development, Long Term Planning, Annual Invoice
            Payments, Year End General Ledger Entries, CAFR Reporting and Continuing
            Disclosure activities. The software must have the capability to easily sort expense
            and revenue items by primary fund.

   B   Meet all agreed upon Deliverables.

   C   Provide user training for administrators and user staff.

   D   Meet all agreed upon Mandatory Functional Requirements and any agreed upon
            Optional Functional Requirements as stated in the RFP.

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 Implementation Plan

Deliverable Name	Due Date	Compensation
Implementation Plan	[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 2n – Software Delivery and Installation

Deliverable Name	Due Date	Compensation
Software Delivery and Installation	[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	**Sub 1**	The Contractor shall provide or make available online a monthly report on

Report		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 Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$10.91 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 Medicaid 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