



NEW MEXICO
DEPARTMENT OF
INFORMATION TECHNOLOGY



Susana Martinez, Governor
PO Box 22550

Santa Fe, NM 87502

Estevan Lujan, Acting Cabinet Secretary
505-827-0000

www.doit.state.nm.us

OFFICE OF BROADBAND AND GEOSPATIAL INITIATIVES New Mexico Broadband Program

29 October 2018

TO: Department of Finance and Administration Executive Leadership
SUBJECT: E911 Contracts/Amendments
REQUEST: Signatures of Cabinet Secretary, General Counsel, and Financial Officer

Please find enclosed a contract for Earth Data Analysis Center/UNM requiring signatures for work we are hoping will begin on 1 November 2018. This is a State to State contract and does not require Contracts Review Board signature. In addition, is an amendment to a Federal Engineering contract that I understand expires this Wednesday. Hence, a quick turn-around for both of these instruments will be appreciated.

Once inked, please contact me directly. I'll trot over and collect them.

Thank You,

A handwritten signature in blue ink, appearing to read "Gar Clarke".

Gar Clarke, Geospatial Program Manager
Cell: 505.690.1661
Email: George.clarke@state.nm.us



*Office of Sponsored Projects
Main Campus & Branches*

October 17, 2018

New Mexico Department of Information Technology
Attention: George Clarke or Victoria Garcia
715 Alta Vista
Santa Fe, NM 87505
505-795-1981

RE: NMDoIT – UNM EDAC Contract (UNM ID: 19-0230)

George:

Enclosed please find four (4) original, partially-executed copies of Information Technology Agreement between NM Department of Information Technology and the Regents of the University of New Mexico.

Please return to me via email at clarkh@unm.edu a fully-executed copy of the IGA.

Thank you for your assistance! Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Hannah Clark". The signature is written over a horizontal line.

Hannah Clark
Manager, Contracts
clarkh@unm.edu | (505) 277-7647
Office of Sponsored Projects | University of New Mexico
osp.unm.edu

State of New Mexico

DEPARTMENT OF INFORMATION TECHNOLOGY
AND
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Information Technology Agreement

Contract No. 19-30-9015

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, Department of Finance and Administration (“DFA”), the Department of Information Technology (“DoIT”), hereinafter referred to as the “Procuring Agency” or “Procuring Agencies,” and The Regents of The University of New Mexico, hereinafter referred to as the “Contractor” and collectively referred to as the “Parties.”

WHEREAS, DFA is the governmental body with statutory authority over E911 pursuant to Section 63-9D-1 through 63-9D-20 NMSA 1978 (“Enhanced 911 Act”); and

WHEREAS, DoIT is the governmental body charged with consolidating enterprise technology services in the state pursuant to Section 9-27-1 through 9-27-26 NMSA 1978; and

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et. seq; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agencies have selected the Contractor as the offeror most advantageous to the State of New Mexico; and

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 an Executive Level Representative of the Procuring Agencies.
- 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. "Chief Information Officer ("CIO")" shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- 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 Procuring Agencies or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agencies or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agencies, the Contractor, or other participating State agencies 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 Procuring Agencies responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **Victoria Garcia** or her/his Designated Representative.
- H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
- I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. "DoIT" shall mean the Department of Information Technology.
- L. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agencies receives the legal document, in this case, Source Code.
- N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error or correction.
- O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agencies's executives or his/her Designated Representative.
- P. "GRT" shall mean New Mexico gross receipts tax.
- Q. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- R. "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 Procuring Agencies.

- S. "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.
- T. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agencies. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- U. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- V. "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 Executive Level Representative and verified by the Procuring Agencies CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the New Mexico 911 Program: GIS Support Services.
- W. "Project Manager" shall mean a Qualified person from the Procuring Agencies 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 **Gar Clarke** or her/his Designated Representative.
- X. "Qualified" means demonstrated experience performing activities and tasks with Projects.
- Y. "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.
- Z. "Secretary" shall mean the Cabinet Secretary of the Department of Finance and Administration or Designated Representative or the Cabinet Secretary of the Department of Information Technology or Designated Representative as appropriate to the context of the reference.
- AA. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- BB. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- CC. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- DD. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- EE. "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.
- FF. "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.

- GG. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agencies in the event that the work described in this Agreement transfers to another vendor or the Procuring Agencies.

ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A**, attached hereto and incorporated herein by reference.
- B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agencies may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agencies 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 Procuring Agencies from exercising its rights pursuant to **Article 6**.
- 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 Procuring Agencies without prior written approval, through the Amendment process, as defined in **Article 25**.
- D. License. Not Applicable. The Parties agree there is no License
- E. Source Code: Not Applicable. The Parties agree there is no Source Code.
- F. The Procuring Agencies’s Rights.
1. Rights to Software. Not Applicable. The Parties agree the Procuring Agencies does not have rights to the Software.
 2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico’s copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
 3. Rights to Data. Any data stored on the Contractor’s servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the Procuring Agencies. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agencies’s data in any manner, or provide to any entity or person outside of the Procuring Agencies without the express written authorization of the Procuring Agencies.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The Procuring Agencies shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A.

B. Payment.

DFA shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,135,000 (one-million one hundred thirty-five thousand dollars). This amount is a maximum and not a guarantee that the work assigned to Contractor to be performed 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 Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 Procuring Agencies no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

Invoices shall be sent to:

Victoria Garcia
Department of Information Technology
715 Alta Vista
Santa Fe, NM 87505

Payment shall be sent to:

Contract and Grant Accounting Office
MSC01 1245
The University of New Mexico
Albuquerque, NM 87131-0001

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. DoIT shall be the Agency that initially reviews the Contractor's invoices. If DoIT finds the services are acceptable, that Agency shall approve the invoice as true and ready to be paid and then forward that invoice to DFA for final processing. If

DoIT, however, finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, DoIT shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by DoIT that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- D. Taxes. Not Applicable. Contract is between two public entities.
- E. Retainage. Not Applicable. The Parties agree there is no retainage.
- F. Performance Bond. 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 Procuring Agencies. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A.
- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative 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 Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:
 - 1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
 - 2. Meets the performance measures for the Deliverable(s) and this Agreement;
 - 3. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
 - 4. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

- C. **Rejection.** Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor will 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 may be deemed as in breach of this Agreement. The Procuring Agencies may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agencies may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY DFA and DoIT.

This Agreement shall terminate on October 31, 2022, 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

This Agreement may be terminated as follows:

- A. **General.** By the either Party upon written notice to be delivered to the other party not less than ten (10) business days prior to the intended date of termination.
- B. **Appropriations.** By the Procuring Agencies, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agencies' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be

final. If the Procuring Agencies terminates this Agreement pursuant to this subsection, the Procuring Agencies shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

- C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PROCURING AGENCIES AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the Procuring Agencies property in which the Procuring Agencies has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agencies.;
 2. Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Procuring Agencies;
 3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agencies may direct, for orderly completion and transition;
 4. Take such action as the Procuring Agencies may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
 5. Agree that the Procuring Agencies is not liable for any costs arising out of termination and that the Procuring Agencies is liable only for reasonable non-cancelable costs of Deliverables Accepted prior to the termination of the Agreement;
 6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agencies 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 Procuring Agencies' receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agencies the full amount of the reduction.;
 8. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Procuring Agencies in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether

provided by the Procuring Agencies or created by the Contractor under this Agreement, to the Procuring Agencies, 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 Project Manager, the Contractor shall provide to the Procuring Agencies a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agencies or created by the Contractor under this Agreement.

- B. Procuring Agencies. 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 Procuring Agencies shall:
1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

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. NMSA 1978, as amended.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Contractor hereby acknowledges and grants to the Procuring Agencies a perpetual, non-exclusive, royalty free license to reproduce, publish, use and copy 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

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. NMSA 1978, as amended.

ARTICLE 11 – CERTIFICATIONS

- A. General. The Contractor hereby expressly certifies the Deliverables 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 certification encompasses correction of defective Deliverables and

revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

Contractor makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including but not limited to warranties of merchantability or fitness for a particular purpose, non-infringement of third party rights, except those set forth in this agreement. Unless specified in this agreement, all express or implied conditions, representations and warranted, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are hereby disclaimed.

- B. Software. 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 Procuring Agencies. Key personnel are those individuals considered by the Procuring Agencies to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Shirley V. Baros, Director/Principal Investigator
Brian Keller, GIS Program Manager
Shawn Penman, GIT Programmer Analyst
GIT Programmer Analyst

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

ARTICLE 13 – STATUS OF CONTRACTOR

- A. Independent Contractor. Not Applicable. Agreement is between two public entities.

- B. Subject of Proceedings. Contractor certifies 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 Procuring Agencies.

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 Executive Level Representative. Such change under this article may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change made under this article:

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.

Changes to the above listed shall only be made by Amendment per Article 25.

- 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 Executive Level Representative 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 Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative 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

Not Applicable.

The Parties agree there is no IV&V.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Procuring Agencies and the State of New Mexico 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 Agency and the State of New Mexico 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 may cause the Procuring Agencies irrevocable harm and that a remedy at law for such a failure may be an inadequate remedy for the Procuring Agencies, and the Contractor consents to the Procuring Agencies's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agencies's rights to obtain equitable relief pursuant to this Agreement may be in addition to, and not in lieu of, any other remedy that Procuring Agencies 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, subject to New Mexico law. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agencies to any equipment or its installation or for losses caused by the Procuring Agencies's fault or negligence. Any liability incurred by a governmental agency 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.

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 Procuring Agencies. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agencies.
- B. **Responsibility for Subcontractors.** The Contractor must not disclose Confidential Information of the Procuring Agencies or of the State of New Mexico 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 Procuring Agencies, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor clearly marked as confidential by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agencies. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agencies within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agencies may result in direct, special and incidental damages.

ARTICLE 23 – CONFLICT OF INTEREST

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

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agencies, CIO, SPA, DFA and the New Mexico State Auditor's Office. The Procuring Agencies 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 Procuring Agencies to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

Not Applicable.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

Not Applicable.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

- A. **Severable.** The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

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

ARTICLE 29 – NOTICES

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

For PROCURING AGENCIES

Victoria Garcia
Department of Information Technology
715 Alta Vista
Santa Fe, NM 87505
(505) 795-1981
Victoria.Garcia2@state.nm.us

For CONTRACTOR

University of New Mexico
Contract and Grant Administrator
Office of Sponsored Projects
1700 Lomas NE, Suite 2200, MSC01 1247
Albuquerque, NM 87131-0001
(505) 277-4186
OSP@unm.edu

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

ARTICLE 30 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agencies.
- B. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. **Waiver.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. **Headings.** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement for a period of three (3) years.

ARTICLE 32 - TIME

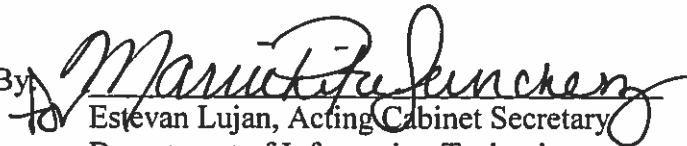
Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not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

ARTICLE 33 – FORCE MAJEURE

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

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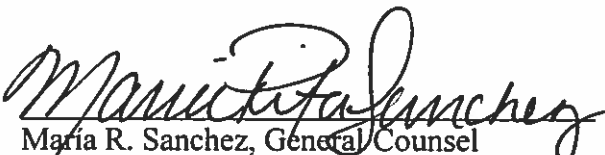
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: Oct 26 2018
Estevan Lujan, Acting Cabinet Secretary
Department of Information Technology

By:  Date: 29 October 2018
Cabinet Secretary
Department of Finance and Administration

By:  Date: 10-17-18
The Regents of the University of New Mexico
19-0230 (HC) Elizabeth Metzger
University Controller

Approved for legal sufficiency:

By:  Date: Oct 26 2018
Maria R. Sanchez, General Counsel
Department of Information Technology

By:  Date: 10/29/18
Office of General Counsel
Department of Finance and Administration

By:  Date: 10/29/2018
Donna M. Sandoval, Chief Financial Officer
Department of Information Technology

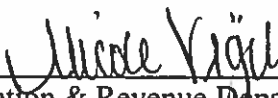
By: 
Chief Financial Officer
Department of Finance and Administration

Date: 10/29/18

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


CRS ID Number: 01-504447-005 TIN 85-6000642

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

By: 
Taxation & Revenue Department

Date: 10/22/18

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology Act, Laws 2007, Chapter 290 and any and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.:

By: 
Maria R. Sanchez, Acting State CIO
Department of Information Technology

Date: Oct 26 2018

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:

The purpose of this agreement is for the Procuring Agencies to obtain services to support E911 Program requirements for data collection, processing and quality assurance/quality control (QA/QC) of geospatial data layers required by the state's Public Safety Answering Points (PSAPs). In addition, the Contractor will provide the E911 Geographic Information System (GIS) data sources with technical support.

II. Performance Measures:

This contract addresses the following Agency goals as stated in the State of New Mexico IT Strategic Plan (FY2017-FY2019):

Goal 1 – Deliver High quality government services that will benefit constituents and support economic development.

Goal 4 – Effectively manage and value information as an asset to drive operational efficiencies, that support mission needs.

Goal 6 – Develop and implement governance by which the state coordinates data and information management.

Performance will also be based on completing deliverables on time and to specifications as required in this contract.

III. Activities.

The Contractor shall perform all work necessary to acquire, process and ensure the quality of geospatial data needed for the E911 Program PSAPs including, but not limited to:

1. Assess Procuring Agencies E911 electronic records;
2. Establish and maintain primary contact list of E911 GIS data providers;
3. Provide the IT infrastructure required to collect, process, host and deploy E911 GIS data;
4. Establish data upload/download procedures with E911 GIS data providers and PSAPs;
5. Provide the Procuring Agencies consolidated quarterly itemized invoices together with a summary status report;
6. Host, maintain, and update the Statewide E911 GIS database and include other data layers as directed by the Procuring Agencies;
7. Coordinate monthly data updates from E911 GIS data providers;
8. Provide a monthly report to PSAPs, data providers, and the Procuring Agencies regarding E911 GIS data quality;
9. Incorporate and document changes to the monthly E911 GIS data;
10. Provide quarterly comparison reports between the road network and the Master Street Address Guides (MSAG);

11. Provide and coordinate training curriculum for E911 GIS data providers;
12. Assess the level of effort required to provide installation, configuration, training, maintenance, and support for GIS software required by the E911 GIS data providers;
13. Provide technical support that is available through phone, email, and web-based services; and
14. Provide technical resources for special projects as directed by the Procuring Agencies.

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. 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.

A. Deliverable Number 1: Reporting Requirements

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Reporting Requirements	Weekly Summaries and Monthly Meetings	Total Compensation for Deliverable 1 Not to Exceed \$40,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$2,500, Excluding NM GRT

Task Item	Sub Tasks	Description
Reporting	Sub 1	The Contractor shall submit to the Procuring Agencies a weekly summary report no later than 5 PM Mountain Standard Time/Mountain Daylight Time (MST/MDT), whichever is in effect, each Friday via email in a format agreed upon with the Procuring Agencies.
	Sub 2	The Contractor shall participate in up to two (2) meetings and discussions per month – by telephone, webinar, or in person – as requested by the Procuring Agencies to report on progress, discuss issues, and plan for future developments. Contractor shall deliver to the Procuring Agencies a written report within a week after each meeting that summarizes the meeting date, subject, participants, and content, and identifies agreed upon action items.

B. Deliverable Number 2: E911 GIS Agency Electronic Records Assessment

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
E911 GIS Agency Electronic Records Assessment		Not later than 30 days after contract award	Total Compensation Not to Exceed \$15,000, Excluding NM GRT
Task Item	Sub Tasks	Description	
Records Assessment	Sub 1	<p>The Contractor shall inventory and assess Procuring Agencies-provided E911 GIS electronic records, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Inventory all E911 GIS electronic files and document the inventory in a format agreed upon with the Procuring Agencies; ▪ Assess all elements including, but not limited to, data, scripts, applications, metadata, and related documents; ▪ Document the assessment findings and provide recommendations regarding E911 GIS-related files; and ▪ Reorganize the E911 GIS files into logical structure. <p>The Contractor shall deliver to the Procuring Agencies for review and acceptance an electronic records inventory spreadsheet catalogued by “information elements” contained in folders and files, as directed by Procuring Agencies. The Contractor shall also document in a summary report the processes and procedures implemented to restructure the electronic records.</p>	

C. Deliverable Number 3 – Data Provider Administration

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
Data Provider Administration		Due Quarterly on Following Dates Each Year: <ul style="list-style-type: none"> • September 30 • December 31 • March 31 • June 30 	Total Compensation for Deliverable 3 Not to Exceed \$40,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$2,500, Excluding NM GRT
Task Item	Sub Tasks	Description	
Organization,	Sub 1	The Contractor shall maintain a list of primary and secondary E911 GIS	

Communication and Outreach		<p>and PSAP contacts. Primary contacts are the first point of contact for each data provider and PSAP. Secondary contacts are those who will be contacted for informational reasons only. The Procuring Agencies shall provide the initial lists.</p> <p>The Contractor shall maintain the Primary and Secondary E911 GIS and PSAP Contact Lists in Excel spreadsheets and in email distribution lists. The Excel workbook shall include four spreadsheets, two spreadsheets for GIS contacts (primary and secondary) and two for PSAP contacts (primary and secondary). Content shall include contact name, title, address, phone, email, and the name of the PSAP each contact is affiliated with.</p> <p>The Contractor shall update the contact lists monthly.</p> <p>The Contractor shall deliver monthly to the Procuring Agencies for review and acceptance the updated Excel spreadsheets and email distribution lists with primary and secondary E911 GIS and PSAP Contacts.</p>
Upload Notices	Sub 2	<p>The Contractor shall provide monthly upload notices to each primary data provider one week before their data upload is due. The Procuring Agencies shall provide the schedule.</p> <p>The Contractor shall directly engage unresponsive or non-participating data providers to offer assistance.</p>

D1. Deliverable Number 4a – IT Infrastructure: Documentation

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
IT Infrastructure	Not later than 30 days after contract award	Total Compensation Not to Exceed \$6,000, Excluding NM GRT
Task Item	Sub Tasks	Description
Infrastructure Documentation	Sub 1	<p>The Contractor shall provide the hardware and software infrastructure required to acquire, process, and deploy the E911 GIS Master Database.</p> <p>The Contractor shall deliver to the Procuring Agencies a platform architectural diagram.</p> <p>The Contractor shall provide to the Procuring Agencies a data acquisition plan.</p>

		<p>The Contractor shall deliver to the Procuring Agencies a backup/recovery plan.</p> <p>The Contractor shall deliver to the Procuring Agencies for review and acceptance a descriptive narrative with a platform architecture diagram, data acquisition plan, and a backup/recovery plan.</p>
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D2. Deliverable Number 4b – IT Infrastructure: Hosting Services

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
IT Infrastructure	Due Quarterly on Following Dates Each Year: <ul style="list-style-type: none"> • September 30 • December 31 • March 31 • June 	Total Compensation for Deliverable 4b Not to Exceed \$54,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$3,375, Excluding NM GRT

Task Item	Sub Tasks	Description
Host the New Mexico E911 Master Database	Sub 1	The Contractor shall provide the hardware and software infrastructure required to acquire, process, and deploy the E911 GIS Master Database. The Contractor shall maintain the platform architecture diagram, data acquisition plan, and the backup/recovery plan as needed. The updated documents shall be provided to the Procuring Agencies.

E. Deliverable Number 5 – E911 GIS Data Processing

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
E911 GIS Data Processing	Last Day of Each Calendar Month	Total Compensation for Deliverable 5 Not to Exceed \$224,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$14,000, Excluding NM GRT

Task Item	Sub Tasks	Description
<p>Download, Process, and Deploy Road and Address E911 GIS Data</p>	<p>Sub 1</p>	<p>The Contractor shall download, process, and deploy road and address E911 data from participating GIS data providers. The Contractor shall process the data to schema requirements set forth in the data dictionaries provided by the Procuring Agencies. The Contractor shall upload the data to the Procuring Agencies' Upload Contractor, who shall push the data to each PSAP.</p> <p>The Contractor shall, at a minimum:</p> <ul style="list-style-type: none"> • Notify E911 GIS data providers one week previous to due date for data acquisitions; • Acquire monthly data uploads of the road network and address points from E911 GIS data providers; • Document each upload in a spreadsheet, to include data provider upload date, data provider information (name, agency, and PSAP), feature classes (e.g., roads, addresses), and other elements as agreed between Procuring Agencies and Contractor; • Assess data for spatial and tabular (attribute) accuracy, including a potential combination of aerial imagery overlay, frequency analyses, and change detection procedures to identify errors and omissions (E&O); • Return the data with an E&O report to the associated E911 GIS data provider for corrections; • Request GIS data provider's metadata, data dictionary, and/or schema documentation: <ul style="list-style-type: none"> ▪ If none exists, request the data provider create a data dictionary based on the Procuring Agencies' Standard Geospatial Data Dictionary (ASGDD). Once created, metadata are to be maintained by data providers. ▪ Consolidate these data into the ASGDD and update when changes occur; • Standardize data to the E911 GIS schema as provided by the Procuring Agencies; • Merge and edge-match each data provider into the statewide E911 GIS Master Database; and • Provide monthly notifications to E911 PSAPs and to the Procuring Agencies' Upload Contractor that data are available to process and upload to each PSAP. <p>Contractor shall deliver monthly to the Procuring Agencies for review and acceptance a Consolidated Data Providers Schema within the ASGDD and a consolidated E&O report, itemized by data provider.</p>

F. Deliverable Number 6 – Data Distribution: Hosting and Request Support

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Data Distribution: Hosting and Request Support	Due Quarterly on Following Dates Each Year: <ul style="list-style-type: none"> • September 30 • December 31 • March 31 • June 30 	Total Compensation for Deliverable 6 Not to Exceed \$40,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$2,500, Excluding NM GRT

Task Item	Sub Tasks	Description
Hosting and Request Support	Sub 1	<p>The Contractor shall host via New Mexico’s statutorily designated Resource Geographic Information System (RGIS) Geospatial Data Clearinghouse, and shall respond to requests for E911 data from RGIS.</p> <p>The Contractor shall, at a minimum:</p> <ul style="list-style-type: none"> • Create a directory for the E911 Master Database that includes related datasets, including feature title, feature type, feature format(s), size, and linkages to the feature classes within RGIS, as agreed upon between the Contractor and Procuring Agencies; • Include in the E911 Master Database the New Mexico road network, address points, administrative boundaries, emergency service zones, and public facilities; • Provide and update metadata for these layers as needed; • Implement optional feature classes in the E911 Master Database such as community names, bridges, streams, conveyances, water bodies, elevation, place names, mile markers, and other features as agreed upon by the Contractor and Procuring Agencies. Provide and update metadata for these layers as needed; • Send quarterly notifications to E911 GIS Providers and E911 PSAP Managers of the availability of these data with instructions on how to access these data; and • Respond to agency and public requests for these data and maintain a request log. <p>The Contractor shall deliver quarterly to the Procuring Agencies for review and acceptance an update of the E911 Master Database Directory, metadata for each of each feature class, a copy of the quarterly updates, and the agency/public request log.</p>

G. Deliverable Number 7 – GIS Data Provider Support Services

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
GIS Data Provider Support Services	Due Monthly, on the Last Day of the Calendar Month	Total Compensation for Deliverable 7 Not to Exceed \$60,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$3,750, Excluding NM GRT

Task Item	Sub Tasks	Description
Technical Support Procedures	Sub 1	<p>The Contractor shall generate technical support and data assessment tracking procedures for the GIS data providers submittals.</p> <p>The Contractor shall create a technical support log each month to report on issue types and resolutions in assessing GIS data provider submittals. The log shall include a list of production software used by the GIS data provider, data quality/synchronization issues, discrepancies, redundancies, and overlaps.</p> <p>Each month, the Contractor shall deliver to the Procuring Agencies for review and acceptance technical support log.</p>
Technical Support Documentation	Sub 2	<p>Technical support is required to provide the GIS data providers to easily and effectively obtain assistance.</p> <p>The Contractor shall, at a minimum:</p> <ul style="list-style-type: none"> • Make technical support available to GIS data providers via a telephone number, email, online webinar, remote access (e.g., VPN, Skype, cloud services), and/or site visits; • Document the technical support contact mechanisms (e.g., telephone number, email address, online webinar links) in a memo to be distributed to GIS data providers, following Procuring Agencies review; • Inform the GIS data providers regarding the availability of technical support; • Perform site visits when approved by Procuring Agencies; • Provide support from 8:00am to 5:00pm Monday through Friday, MST/MDT, whichever is in effect at the time, with the exception of State holidays; • Acknowledge each request for support within one (1) hour of that receipt of the request; and

		<ul style="list-style-type: none"> • Maintain a log of all requests and their resolutions, and provide this to the Procuring Agencies monthly.
E911 Data Provider Feedback	Sub3	<p>The Contractor shall implement a communication mechanism with each GIS data provider to ensure feedback between the Contractor and the data provider.</p> <p>The Contractor shall provide technical assistance to data providers who lack the resources required to correct data errors as required to support E911 dispatch requirements.</p> <p>The Contractor shall, at a minimum:</p> <ul style="list-style-type: none"> • Implement feedback mechanisms and provide error reports to each data provider as documented in the technical support log. • Reconcile the Automatic Location Identification (ALI), E&O, and deliver the corrections back to the ALI data provider and PSAPS. <p>Each month, the Contractor shall deliver to the Procuring Agencies for review and acceptance data provider error reports, ALI E&O reports, and technical assistance logs.</p>

H. Deliverable Number 8 – E911 GIS Data Services

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
E911 GIS Data Services	Due Quarterly on Following Dates Each Year: <ul style="list-style-type: none"> • September 30 • December 31 • March 31 • June 30 	Total Compensation for Deliverable 8 Not to Exceed \$300,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$18,750, Excluding NM GRT

Task Item	Sub Tasks	Description
Generate and update data layers	Sub 1	<p>The Contractor shall develop and maintain all data layers required by first responders by performing the following tasks, at a minimum:</p> <ul style="list-style-type: none"> • Maintain compiled road network and address points, PSAP boundaries, PSAP map clip boundaries, landline telco boundaries, emergency service areas, communication tower infrastructure, and administrative boundaries. Contractor shall document this as a listing of updated feature classes and availability and shall update this at least quarterly. • Generate and maintain divided road geometry as a routable network and provide these layers to the E911 GIS data providers with

		<p>instructions. Contractor shall document this as a list of those E911 GIS data providers that received the routable network and the availability of these data and shall update this list at least quarterly.</p> <ul style="list-style-type: none"> • Generate and maintain statewide MSAG-compliant community boundary layer. <p>Each quarter the Contractor shall deliver to the Procuring Agencies for review and acceptance the lists of updated layers and shall make these layers available to the Procuring Agencies through the RGIS Geospatial Data Clearinghouse.</p>
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I. Deliverable Number 9 – GIS Software Services

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
GIS Software Services	Due Monthly, on the Last Day of the Calendar Month	<p>Total Compensation for Deliverable 9 Not to Exceed \$80,000, Excluding NM GRT</p> <p>Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$5,000, Excluding NM GRT</p>

Task Item	Sub Tasks	Description
GIS Software Services	Sub 1	<p>The Contractor shall provide software support services required for the more than 70 E911 data providers to meet the E911 program requirements.</p> <p>The Contractor shall provide the technical support services for each of the following listed software:</p> <ul style="list-style-type: none"> • MapSAG: Assist the E911 GIS data providers to update (load and configure) the MapSAG software used to support E911 GIS mapping; • Esri: Assist the GIS data providers to update (load and configure) Esri ArcGIS software used to support E911 GIS mapping; and • Tool Builds: Provide tools to the GIS data providers, as identified and approved by the Procuring Agencies, to create efficiencies in data production and delivery. <p>Contractor shall deliver to the Procuring Agencies for review and acceptance a monthly services log listing software services by type, effort level, and E911 GIS data provider. Priorities and effort level to be determined between Contractor and Procuring Agencies.</p>

J. Deliverable Number 10 – E911 Data Provider Training

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
E911 Data Provider Training	Due Quarterly on Following Dates Each Year: <ul style="list-style-type: none"> • September 30 • December 31 • March 31 • June 30 	Total Compensation for Deliverable 10 Not to Exceed \$60,000, Excluding NM GRT Paid Quarterly, Following Deliverable Acceptance, in an Amount Not to Exceed \$3,750, Excluding NM GRT

Task Item	Sub Tasks	Description
Data Provider Training	Sub 1	<p>The E911 Program provides training support to the GIS data providers to help them stay current with the rapidly changing technology. This training must be tailored to GIS data provider needs and training delivery preferences.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> • Recommend to the Procuring Agencies training opportunities that may be appropriate for the E911 GIS data providers; • Each quarter develop an online survey instrument in collaboration with the Procuring Agencies to determine data provider training needs; • Conduct the online training survey to the E911 GIS data providers quarterly, compile the results, and report to the Procuring Agencies; and • At the Procuring Agencies’s direction and with E911 GIS data provider assistance and review, create, maintain, and post a series of webinars that shall include, at a minimum, executive orientation, new employee instructions, editing procedures, and frequently asked questions (FAQs) relevant to E911 GIS data providers. <p>Each quarter, Contractor shall deliver to the Procuring Agencies for review and acceptance an online training survey instrument and a reporting of results.</p>

K. Deliverable Number 11 – GIS Analysis and Product Services

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
GIS Analysis & Product Services		TBD	Total Compensation for Deliverable 11 Not to Exceed \$200,000, Excluding NM GRT Paid Following Deliverable Acceptance Based Upon Accepted Work Order Form
Task Item	Sub Tasks	Description	
GIS Analysis & Services	Sub 1	<p>The Contractor shall perform special projects, as identified by the Procuring Agencies. These may include services such as: custom analyses and product creation to validate data from telecom carriers, analyze areas without cell service, and produce maps and other materials for meetings. For each special project, the Contractor shall document a work order form in a format agreed upon with the Procuring Agencies. At a minimum, the work order form shall include: special project name, objective, brief description of work, work plan, resource requirements, deliverable(s) and cost.</p> <p>For each special project, the Contractor shall deliver the agreed-upon deliverable(s) to the Procuring Agencies for review and acceptance.</p>	

L. Deliverable Number 12 – GIS Program Travel & Participation

<u>Deliverable Name</u>		<u>Due Date</u>	<u>Compensation</u>
GIS Program Travel & Participation		TBD	Total Compensation for Deliverable 12 Not to Exceed \$16,000, Excluding NM GRT
Task Item	Sub Tasks	Description	
Travel & Participation	Sub 1	<p>The Contractor shall travel to participate in meetings and conferences at the Procuring Agencies' direction. The Procuring Agencies shall reimburse the Contractor for approved expenses associated with this travel in accordance with the State Travel and Per Diem Regulations (<u>NMAC 2.42.2</u>).</p>	