

**AZTEC SPECIAL CITY COMMISSION AGENDA**  
Tuesday, May 7, 2024 @ 5:00 PM  
Aztec City Hall, 201 West Chaco St., Aztec NM 87410

**CALL TO ORDER**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

United States Pledge of Allegiance

New Mexico Pledge of Allegiance

I Salute the Flag of the State of New Mexico and the Zia Symbol of Perfect Friendship among  
United Cultures

**ROLL CALL**

**APPROVAL OF AGENDA ITEMS**

**BUSINESS ITEMS AGENDA**

- A. Award of RFP 2024-847 IT Support Services
- B. Contract for IT Support Services, Equipment and Maintenance
- C. Special Budget Resolution 2024-1426 for IT Support Services

**ADJOURNMENT**

# Staff Report

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**MEETING DATE:** May 7, 2024  
**AGENDA ITEM:** BUSINESS ITEM (A)  
**AGENDA TITLE:** Award of RFP 2024-847 IT Support Services

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**ACTION REQUESTED BY:** Purchasing  
**SUMMARY BY:** Ed Kotyk

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## **PROJECT DESCRIPTION / FACTS**

The city went out for a Request for Proposal (RFP) for IT Support Services which was posted in February and closed on March 19, 2024.

A committee was established for the review of the proposal and subsequently each of the four entities that responded were interviewed in the first week of April.

Out of a possible total of 5760 points, the four entities were scored as follows:

|                       |      |
|-----------------------|------|
| DSI Technologies      | 4305 |
| Kosh Solutions        | 4104 |
| Sunstate Technologies | 4325 |
| Systems MD's          | 3993 |

Sunstate Technologies was selected based on the highest scoring.

## **PROCUREMENT / FISCAL IMPACT**

None until a contract is established and budgeted GL is established.

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**SUPPORT DOCUMENTS:** RFP Results

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Awarding of RFP 2024-847 to Sunstate Technologies

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**RFP Tabulation**  
**Date: 04/03/2024**  
**RFP 2024-847 I.T. SUPPORT SERVICES**

| Item                | Technical Specification  | Sunstate Technologies   |                | Systems MD's  |                 | Kosh Solutions  |                | DSI Technologies  |                |
|---------------------|--|---|----------------|---|-----------------|---|----------------|---|----------------|
|                     |  | Points Available  | Points Awarded | Points Available  | Points Awarded  | Points Available  | Points Awarded | Points Available  | Points Awarded |
| 1                   | Organizational Experience  | 2700  | 2150           | 2700  | 1946.875        | 2700  | 1982.5         | 2700  | 2120           |
| 2                   | Organizational References  | 900   | 600            | 900   | 638             | 900   | 666            | 900   | 620            |
| 3                   | Respondent Qualifications  | 1500  | 1150           | 1500  | 962.5           | 1500  | 1059.5         | 1500  | 1077.5         |
| 4                   | Respondent Affiliations  | 300   | 205            | 300   | 234             | 300   | 177            | 300   | 220            |
| 5                   | Proposal Responsiveness, Completeness, and Clarity                           | 300   | 170            | 300   | 202             | 300   | 182            | 300   | 240            |
| <b>Item</b>         | <b>Business Specifications</b>   | <b>Pass</b>   | <b>Fail</b>    | <b>Pass</b>   | <b>Fail</b>     | <b>Pass</b>   | <b>Fail</b>    | <b>Pass</b>   | <b>Fail</b>    |
| 1                   | Submittal Form   | X   |                | X   |                 | X   |                | X   |                |
| 2                   | Signed Campaign Contribution Disclosure Form                                 | X   |                | X   |                 | X   |                | X   |                |
| 3                   | Debarment/Suspension Form  | X   |                | X   |                 | X   |                | X   |                |
|                     | <b>Business Specifications cont.</b>   | Lowest Responsive Offer Bid<br>This Respondent's Bid = Ans X 50 |                | Lowest Responsive Offer Bid<br>This Respondent's Bid = Ans X 50 |                 | Lowest Responsive Offer Bid<br>This Respondent's Bid = Ans X 50 |                | Lowest Responsive Offer Bid<br>This Respondent's Bid = Ans X 50 |                |
| 4                   | Cost   | 50  |                | 0   |                 | 29  |                | 20  |                |
| <b>Total</b>        |  | <b>5750</b>   | <b>4325</b>    | <b>5750</b>   | <b>3983.375</b> | <b>5750</b>   | <b>4096</b>    | <b>5750</b>   | <b>4297.5</b>  |
|                     | <b>Business Specification cont. Additional Points</b><br>*Can only be A or B | Points Available  | Points Awarded | Points Available  | Points Awarded  | Points Available  | Points Awarded | Points Available  | Points Awarded |
| 5. A                | NM Preference - Resident or Resident Native American vendor points           | 8   | 0              | 8   | 0               | 8   | 8              | 8   | 8              |
| 5. B                | NM Preference - Resident Veteran or Resident Vetern Native American points   | 10  | 0              | 10  | 10              | 10  | 0              | 10  | 0              |
| <b>Total Points</b> |  | <b>5760</b>   | <b>4325</b>    | <b>5760</b>   | <b>3993.375</b> | <b>5760</b>   | <b>4104</b>    | <b>5760</b>   | <b>4305.5</b>  |

# Staff Report

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**MEETING DATE:** May 7, 2024  
**AGENDA ITEM:** BUSINESS ITEM (B)  
**AGENDA TITLE:** Contract for IT Support, Equipment and Maintenance

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**ACTION REQUESTED BY:** Administration  
**SUMMARY BY:** Ed Kotyk

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## PROJECT DESCRIPTION / FACTS

Through the IT Support Services RFP process, Sunstate Technologies was selected and awarded the RFP.

Sunstate Technologies will provide maintenance and support services on an annual basis as requested within the RFP and stipulated within the IT Services Contract.

Sunstate Technologies will also provide the City of Aztec the Network Equipment for purchase.

## PROCUREMENT / FISCAL IMPACT

GL account 310-1170-64200, IT Professional Services:

- Managed Services w/ Purchased Equipment: \$300,995.00

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**SUPPORT DOCUMENTS:**

- IT Services Contract
- Sunset Technologies Pricing
- Sunset Technologies Managed Service Agreement
- Sunset Technologies Equipment Purchase Agreement

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Contract with Sunset Technologies for IT Support & Maintenance with Purchased Equipment

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**CITY OF AZTEC**  
**PROFESSIONAL SERVICES CONTRACT**  
**RFP 2024-847 I.T. SUPPORT SERVICES**

THIS AGREEMENT is made and entered into on 05/01/2024 (Upon execution, the Effective Date will be the last signature date) by and between Smith Bagley Inc. DBA Sunstate Technologies Group, hereinafter referred to as the "Contractor," and the City of Aztec, hereinafter referred to as the "City,".

**WHEREAS**, the City has deemed it necessary to retain the services of the Contractor to perform services on behalf of the City; and

**WHEREAS**, the City desires to engage the Contractor to provide said services; and conditions of this agreement.

THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

**1. Scope of Work.**

Contractor agrees to perform the services as set forth in Scope of Services RFP 2024-847 I.T. SUPPORT SERVICES, Exhibit A, attached hereto, "Services", in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Services.

**2. Compensation.**

A. In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City on a **Net 30 Day** basis and City shall pay only the following charges for services performed as stated:

Managed Monthly Services: \$ 11,715.00 plus gross receipt tax.  
(See Exhibit B)

I.T. Hardware Purchase (One Time Cost): \$129,687.70 plus gross receipt tax.  
(See Exhibit C)

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

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

**3. Changes to Services.**

City may, at any time, revise the Services by providing written notice to Contractor of the required changes. Contractor may propose changes to the Services to City, but such proposed changes will only become effective upon obtaining the written approval of a City contracting agent or City officer/official. The rate of compensation set forth in **Section 2 “Compensation”** may only be changed by a written agreement of the Parties signed and dated by a City contracting agent or City officer/official and Contractor.

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. Original term of One (1) year and will be subject to renewal for three (3) additional one year terms based upon satisfactory performance and rendition of services. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**5. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the City is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

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

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City of Aztec for the performance of this Agreement. If sufficient appropriations and

authorization are not made by the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of city vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment.**

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

**9. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**10. Release.**

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

**11. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. The Contractor agrees to not purport to bind the City of Aztec to any obligations not assumed herein by the City of Aztec, unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

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

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

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

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).



**14. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Merger.**

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

**16. Penalties for violation of law.**

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

**17. 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 assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a San Juan County, New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. Insurance**

Prior to commencement of the Services, Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under the applicable laws, ordinances and regulations of any governmental authority. Each insurance policy of the Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor shall furnish to City a completed certificate of insurance coverage which references City's project number and project title for the Services and which specifically requires thirty (30) days prior notice to City of cancellation, termination or any material change

of any such insurance policy. Review of the Contractor's insurance by City shall not relieve or increase the liability of Contractor. Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation and professional liability (a/k/a errors and omissions insurance), shall name the City as additional insured.

Without limiting any of the liabilities or other obligations of Contractor under this Agreement, Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

(a) Worker's Compensation Insurance. 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) Commercial General Liability Insurance, or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, Engineer's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." The policy shall be endorsed to include City as an additional insured only to the extent the City is vicariously liable for the negligence, acts or omissions of Contractor.

(c) Business Automobile Liability Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

(d) Errors and Omissions Insurance, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000).

**20. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor

under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City by certified mail.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

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

To the City:                   CITY OF AZTEC  
                                      Attn: Purchasing Office  
                                      201 W Chaco  
                                      Aztec NM 87410

To the Contractor:       Smith Bagley Inc. DBA Sunstate Technologies Group  
                                      1350 S. White Mountain Road  
                                      Show Low AZ 85901

**25. Binding Effect.**

This Agreement and all provisions hereof shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns.

**26. Governing Law and Venue.**

This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico, without regard to the conflicts of law rules of that State. Any action at law or in equity or judicial proceedings instituted by a Party for the enforcement of this Agreement shall be instituted only in state or federal courts of the State of New Mexico.

**27. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. City and Contractor may retain a duplicate copy (e.g. electronic image, photocopy, facsimile) of this Agreement, which shall be considered an equivalent to this original.

**28. Agreement Authors.**

The Parties have agreed to this Agreement and no ambiguity shall be construed against any Party based on the identity of the author or authors of this Agreement.

**29. Entire Agreement.**

This Agreement represents the entire agreement and understanding between City and Contractor with respect to the subject matter hereof and performance of the Services, and supersede any prior understandings, representations or agreements, whether verbal or written, prior to execution of this Agreement. If any Services were performed by Contractor under verbal agreement or under a limited notice to proceed prior to the execution of this Agreement, then this Agreement shall apply thereto in the same manner as if made before such Services were performed.

**30. Authority.**

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

**IN WITNESS WHEREOF, the Contractor and City have executed this Agreement on their behalf by their duly authorized representatives as of the Effective Date set forth above.**

**CONTRACTOR:**

Company Name: Smith Bagley Inc. DBA Sunstate Technologies Group

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

|  |                                      |                                 |
|--|--------------------------------------|---------------------------------|
| _____  | _____                                | _____                           |
| Federal Taxpayer Identification or<br>Social Security Number | NM Taxpayer Identification<br>Number | City Business License<br>Number |

**City of Aztec:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael A Padilla Sr., Mayor

(SEAL)

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Karla Sayler, City Clerk

Approved as to Form: \_\_\_\_\_ Date: \_\_\_\_\_  
Nann Winter, City Attorney

## **EXHIBIT A**

### **A. SCOPE OF WORK**

The City of Aztec desires to enter into a non-exclusive contractual relationship with a information technology company to implement, support and manage computer based information systems to the City of Aztec.

Contract will begin on **MONTH DAY YEAR TBD** (actual date will be determined with City Commission award), for an original term of One (1) year and will be subject to renewal for three (3) additional one year terms based upon satisfactory performance and rendition of services. Under the terms of Section 13-1-50 NMSA 1978, contracts may be subject to extension not to exceed four (4) years.

The person(s) named in the proposal submitted by the Offeror, shall remain responsible throughout the period of the resultant agreement. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City Commission or designated representative.

The Successful offeror should be prepared to commence work immediately upon award of contract.

The Information technology company will be primarily responsible for, but not limited to the following on site and/or all other means of communication:

#### **City Network Infrastructure**

The City of Aztec's computer network environment currently consists of the following infrastructure:

##### Servers

- 18 Servers in various locations
- Server Operating Systems: Win2003, Win2019, Win2012R2, Win2016, Win2019, Win2008R2, VMWare, Opnsense
- Storage capacity should be minimal 10 TB per server, preferably higher

##### Network Hardware

- Switches: Approximately Cisco (20), Meraki (6), and Extreme (1)
- Access Points: Meraki (61)
- Firewall: Cisco ASA 5510 (1)
- Fiber Optics connecting 16 locations.
- Switches / Network Hardware should be a minimal of Gigabit Ethernet (100/1000 MPs), preferably Ten Gigabit (1000/10000 Mbps)

### Workstations

- Approximately 100 desktops/laptops
- Desktop Operating Systems: Win 10 and Win 11 Pro

### Mobile Phones

- Vendor may be asked to assist users with their smartphones for setting up e-mail but will not be asked to monitor or manage.

### End Users

- 112 accounts with full access to: Outlook, Office, etc.
- 5 accounts with access only to email,
- Capable of managing and handling a minimum of 150 concurrent users

### Software

- Some 18 core applications

### Cameras

- Meraki (2)
- CPU and RAM should be the current and best available (negotiable depending on cost)

## **Identified Components for Service**

The Offeror will include in their bid the replacement and upgrade of the following City of Aztec components:

### **1. Server Virtualization**

- 1) Provide rental hardware compatible for:
  - Virtualizing as many of the physical servers as possible on multiple hosts. Total estimated Virtualization Hosts resources:
    - 192 GB Memory
    - 30 Processor Cores
    - 24 TB usable Storage
- 2) Backup Infrastructure
  - Store Local backups on a 60-day cycle.
  - Store Remote backups on a 14-day cycle.
  - P2V as many physical servers as possible on the provided host hardware and backup via provided backup hardware.
  - Backup of all data pre- and post- installation.
  - Train delegated City staff for backup management.
- 3) Hardware
  - Include all hardware, software, operating systems, patch cords/cables and professional services for the assembly, configuration, set up and installation of the new servers and software, including migration of data from the existing servers to the new servers, testing and backup.

#### 4) Documentation

- Provide as built, specs, diagram of rack layout, installation and data flows.

## 2. **Firewall**

Replace firewall with a Fortinet next generation firewall.

- 1) Firewall shall include UTP, Forticare, Forticloud premium license packages
- 2) Include all hardware, software, patch cords/cables and professional services for the configuration, set up and installation of the firewall, including migration of the existing configuration from the existing firewall to the new firewall, testing and backup.
- 3) Firewall configuration shall include configuration of UTP (Unified Threat Protection) services including IPS, Web and Content filtering, Application Control, Gateway Anti-Virus and Anti-Malware according to City of Aztec requirements
- 4) Firewall Configuration should implement the industry's best practice standards currently available.
- 5) Documentation (configuration, diagram of network layout, including data flows, VPNs)

## 3. **Managed Services for Network Management**

Provide value added management services and network management for the equipment listed above, which shall include:

- 1) On-Boarding of current and new infrastructure and transition to Managed Services.
  - Documentation of all devices, software, licenses and hardware/software warranties/extended warranties owned, operated and maintained by the City and the Vendor that are covered by the Managed Services agreement;
  - On-boarding welcome package with documentation of support process, contact and escalation procedures, etc.;
  - Selected vendor will be expected to work with the current IT professionals to ensure that all City log-ins, passwords, and other requirements are obtained for a smooth transition;
  - Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.
- 2) Help Desk and Network Support Services
  - Telephone based and remote support;
  - Onsite support and travel time (Refer to Section 4 for additional information);
  - Helpdesk service hours:
    - Minimum 8:00 a.m. to 6:00 p.m.
    - Monday – Thursday
  - After Hours and Emergency Support
- 3) IT Management Services
  - Review, perform, and maintain the technology inventory in the City;
  - Assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations;
  - Engineering, planning and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary.

#### 4) Proactive Management, Administration, and Monitoring

##### Server, Desktop (PC/Workstation) and Application Support

- Management of networks and computer systems, including servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems;
- Scheduling of preventive maintenance for equipment in the areas of coverage is promptly and adequately performed; development of operations quality assurance for backup plans and procedures are being followed;
- Configuration management, including changes, upgrades, patches, etc.;
- Performance of essential support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software;
- Diagnosis and correction of desktop application problems, configuring of PC's, laptops, and mobile devices for standard applications;
- Identification and correction of user hardware problems, with advanced troubleshooting as needed;
- Maintenance of an updated inventory of all related computer-related hardware, to make available to City personnel upon request;
- Account updates (Activation/ deactivation for: email account, network access, MFA, etc.)
- Password Assistance/Employee Troubleshoot;
- Service Desk (Automatic/Proactive Management of Incidents);
- Windows Operating System updates;
- Management of Server software and performance reporting;
- Malware & Anti-virus software protection and maintenance on City email accounts and workstations;
- Backups
  - A data backup infrastructure that is compliant with the City's backup policy
  - Program to restore systems and data if servers go down is required.
  - Backup System should include standards that will allow for continued operations, minimally utilize the 3-2-1 rule (3 copies of data, On 2 different media, With 1 copy being off-site), regular testing, established backup policy with data recovery training.
- Rapid problem resolution;
- Monthly system status and performance reports;
- Ensuring Software efficiency;
- Maintain and optimize network & servers;
- Preventive Maintenance & Security (e.g., Windows updates);

##### Network and Firewall

- Monitoring of all firewall(s) with alerting of alarms and outages;
- Troubleshooting of Fiber and Internet circuits (in conjunction with the ISP) when required;
- Network performance and capacity management services;
- Network and Firewall patch management, software upgrades, and configuration changes;
- UTP (Unified Threat Protection) configuration and support on the Firewall;



- Maintenance and support of network equipment, including switches, firewalls, and other security devices are included;
- Management of remote access for approved end-users;
- Management of printers, Meraki security cameras or other camera systems;
- Analysis, routine configuration changes;

#### General

- Monthly system status and performance reports;
- Configuration of secured VPN access for remote users and to outside systems;
- Segregation of networks and systems as required for enhanced security;
- Technical vendor relationships and vendor communication (as requested);
- Project planning & development needs with Directors and City Manager;
- Project Implementation Services (New application software);
- Annual technology IT Roadmaps for the needs of the City;
- Upgrading, installing & configuring applications to meet the needs of the City;
- Assessing/recommending and implementing system upgrades;
- Ensuring the security and efficiency of IT infrastructure;
- Assess system performance & recommend improvements;
- Annual employee security awareness training (online and/or instructor lead);
- Identify any additional licensing or services your company provides.

#### **4. Additional Services**

Provide detail and documentation as to whether your organization offers the following and whether they are included in Managed Services or are separate billable services:

- 1) MACD's (moves/adds/changes/deletes):
  - How are MACD's handled?
  - Which MACD's are included in the Managed Services?
  - Are any MACD's billable? If yes, provide itemized list.
  - Provide Fee Schedule for MACD's (if applicable)
- 2) On-Site Support
  - Is on-site support included in the Managed Services?
    - If yes, provide any hours of operation and any restrictions around dispatch.
    - If no, provide hours of availability for on-site support and fee schedule.
- 3) Project Planning & Implementation Services
  - Project planning and needs development.
  - Project implementation services including (but not limited to):
    - Server upgrades (New server installations and migration, if necessary)
    - Department new PC refresh installations
    - Server and software installation for 3rd party vendors
    - New firewall/router/switch/access point configurations and installations
    - New Software and application

- Indicate which of the above are included in the monthly Managed Services or are billable as Projects. Provide rate card where applicable.

4) Cloud and SaaS application connectivity

- Assigned Account Manager
- Assigned Design Team
- Best Practices and Technical Recommendations
- Threat Management Subscription
- Email Management
- Application Vendor Management
- Mobile Device Support for M365 applications

It is important to note that the Scope of Work may not include all the technical requirements and details. Additional information may be requested and will be provided in other documents or through discussion with the Owner.

**EXHIBIT B**

## Managed Services Detailed Quote Agreement

Project Number: Quote #006396 V1  
 Date: 4/24/2024  
 Project State: NM  
 Customer Type: SLED  
 Product Type: Managed Services  
 State Contract: \_\_\_\_\_  
 Term: 36

Client: City of Aztec  
 Attention: Vanessa Tanner  
 Contact: Randy Mifflin  
 Contact Email: rmifflin@cellularoneaz.com  
 Office: 928-537-0690 ext 2217  
 Mobile: 928-358-7496

### Managed Services Monthly-Recurring Cost (MRC)

| Item                           | Hardware & Management Description   | Unit MRC | Qty | Extended MRC |
|--------------------------------|---|----------|-----|--------------|
| 9001 - Managed Server          | Managed Server includes the following <ul style="list-style-type: none"> <li>• Unlimited ticket count</li> <li>• Monthly Software Inventory</li> <li>• Monthly Hardware Inventory</li> <li>• Weekly Microsoft OS Patching</li> <li>• Install and management of Antivirus software</li> <li>• 2 Backup applications, Full Image and File Level.</li> <li>• System Weekly Maintenance                             <ul style="list-style-type: none"> <li>o Temp File Cleanup</li> <li>o Defragging Hard Drive</li> <li>o 3rd Party Patching, IE. Adobe, Chrome, JAVA, Etc.</li> </ul> </li> </ul> | \$150.00 | 18  | \$2,700.00   |
| 9001 - Managed NAS             | Managed NAS <ul style="list-style-type: none"> <li>• NAS System updates</li> <li>• Unlimited ticket count</li> <li>• management of reporting which converts all issues into tickets</li> </ul>  | \$30.00  | 2   | \$60.00      |
| 9001 - Managed Router/Firewall | Managed Router/Firewall <ul style="list-style-type: none"> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• Firewall Programming</li> <li>• Any, adds/moves/changes</li> </ul>   | \$25.00  | 1   | \$25.00      |

|                                   |   |         |     |                    |
|-----------------------------------|---|---------|-----|--------------------|
| 9001 - Managed Switch             | <ul style="list-style-type: none"> <li>Managed Switch</li> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• Switch Programming</li> <li>• Any, adds/moves/changes</li> </ul>   | \$15.00 | 23  | \$345.00           |
| 9001 - Managed Access Point       | <ul style="list-style-type: none"> <li>Managed Access Point</li> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• AP Programming</li> <li>• AP reporting on request</li> </ul>   | \$5.00  | 61  | \$305.00           |
| 9001 - Managed Camera             | <ul style="list-style-type: none"> <li>Managed Camera</li> <li>• Camera programming</li> <li>• Camera updates</li> <li>• Unlimited ticket count</li> </ul>  | \$7.00  | 40  | \$280.00           |
| 9001 - Remote Managed Workstation | <ul style="list-style-type: none"> <li>Remote Managed Workstation includes the following</li> <li>• Unlimited ticket count</li> <li>• Monthly Software Inventory</li> <li>• Monthly Hardware Inventory</li> <li>• Weekly Microsoft OS Patching</li> <li>• Install and management of Antivirus software</li> <li>• System Weekly Maintenance, Temp File Cleanup, Defragging Hard Drive, 3rd Party Patching, IE. Adobe, Chrome, JAVA, Etc.</li> <li>Any onsite work required labor rate is \$120.00 per hour</li> </ul> | \$50.00 | 160 | \$8,000.00         |
| <b>Total MRC:</b>                 |   |         |     | <b>\$11,715.00</b> |

**Managed Work Station Non-Recurring Cost (NRC)**

| Item              | Product Description | Unit Price | Qty | Extended Price |
|-------------------|---------------------|------------|-----|----------------|
|                   |                     |            |     |                |
|                   |                     |            |     |                |
| <b>Sub Total:</b> |                     |            |     | <b>\$0.00</b>  |
| <b>Est Tax:</b>   |                     |            |     |                |
| <b>Total:</b>     |                     |            |     | <b>\$0.00</b>  |

**Managed Services Installation Cost**

| Service | Description | Hourly Rate | Qty | Extended Price |
|---------|-------------|-------------|-----|----------------|
|         |             |             |     |                |

### Managed Services Pricing Summary

|  | NRC    | MRC         |
|--|--------|-------------|
|  | \$0.00 | \$11,715.00 |

#### Terms and Conditions

1. By signing this form, you are agreeing to the pricing and services described above in the Quote Agreement and to the additional Terms and Conditions of the Service Agreement that are available at <https://www.sunstatetech.com/terms-conditions/>
2. The additional terms and conditions together with this Quote Agreement constitute the Service Agreement between you and Sunstate (us) and sets forth your rights and ours concerning payments, credits, changes, starting and ending services, termination fees, limitation of liability, resolution of disputes and other important topics.
3. This Quote Agreement is an approximation and is not guaranteed. The Quote Agreement is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. If the new price cannot be agreed upon between the parties, Sunstate may terminate this Quote Agreement and Service Agreement in whole or in part.
4. Quote Agreement is good for 60 days.

  
Smith Bagley, Inc.                      4/24/2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT C**

## IT Hardware Purchase Quote Agreement

Project Number: Quote #006396 V1  
 Date: 4/24/2024  
 Project State: NM  
 Customer Type: SLED  
 Product Type: Hardware Only  
 State Contract: N/A  
 Term: \_\_\_\_\_

Client: City of Aztec  
 Attention: Vanessa Tanner  
 Contact: Randy Mifflin  
 Contact Email: rmifflin@cellularoneaz.com  
 Office: 928-537-0690 ext 2217  
 Mobile: 928-358-7496

### Hardware/Software Purchase

| Item  | Harward Description  | Unit Cost   | Qty               | Extended MRC        |
|---|--|-------------|-------------------|---------------------|
| 100 - Synology Enterprise 3.5 SATA HDD HAT5300 12TB | Synology Enterprise 3.5 SATA HDD HAT5300 12TB  | \$652.49    | 16                | \$10,439.84         |
| 900S - Power Edge R660 - City of Aztec              | Power Edge R660 - City of Aztec Intel Xeon Gold 6430 Processor   | \$24,373.05 | 2                 | \$48,746.10         |
| 100 - Synology 8 Bay Rackstation RS1221+            | Synology 8 Bay RackStation RS1221+ (Diskless) & 10Gb Ethernet Adapter 2 SFP+ Ports (E10G21-F2), Black          | \$2,276.47  | 2                 | \$4,552.94          |
| 700 - Ubiquiti USW-Enterprise 48-PoE                | Ubiquiti USW-Enterprise 48-PoE Switch  | \$2,318.55  | 21                | \$48,689.55         |
| 700 - Ubiquiti Switch Pro Aggregation               | The Switch Pro Aggregation is a fully managed, Layer 3 switch with (28) 10G SFP+ ports and (4) 25G SFP28 ports | \$1,413.43  | 2                 | \$2,826.86          |
| 300 - 10G SFP+ Twinax Cable DAC Cable 2 Meter       | 10G SFP+ Twinax Cable DAC Cable 2 Meter  | \$21.26     | 3                 | \$63.78             |
| 700 - Ubiquiti SPF Module SM 10G 2pk                | Ubiquiti SPF Module SM 10G   | \$55.10     | 10                | \$551.00            |
| 100 - 10G-DACP SFPZ5M                               | Extreme 10G-DACP-SFPZ5M  | \$169.42    | 4                 | \$677.68            |
| 1001 - Vmware vSphere Essentials Kit                | VMWare vSphere Essentials Kit  | \$689.99    | 2                 | \$1,379.98          |
| 1001 - Windows Server 2022 Standard - 16 Core       | Windows Server 2022 Standard - 16 Core   | \$719.99    | 3                 | \$2,159.97          |
|   |  |             | <b>Total MRC:</b> | <b>\$120,087.70</b> |







# Sunstate Technologies Purchasing Quote

RFP 2024-847 I.T. Support Services

|                            | <b>Managed Services w/ Purchased Equipment</b> |
|----------------------------|--|
| Equipment                  | \$120,087.70                                   |
| Install Fee - one time fee | \$9,600.00                                     |
| Subtotal - One Time Fee    | \$129,687.70                                   |
| Estimated Tax              | \$9,941.31                                     |
| <b>Total One Time Fee</b>  | <b>\$139,629.01</b>                            |

|                           |                     |
|---------------------------|---------------------|
| Monthly Service Cost      | \$11,715.00         |
| Equipment Rental          |                     |
| Estimated Tax             | \$959.17            |
| Subtotal- Monthly Service | \$12,674.17         |
| <b>Total Yearly Cost</b>  | <b>\$140,580.00</b> |

|                        |                     |
|------------------------|---------------------|
| <b>First Year Cost</b> | <b>\$280,209.01</b> |
|------------------------|---------------------|

|                         |                     |
|-------------------------|---------------------|
| <b>Second Year Cost</b> | <b>\$140,580.00</b> |
|-------------------------|---------------------|

## IT Hardware Purchase Quote Agreement

Project Number: Quote #006396 V1  
 Date: 4/24/2024  
 Project State: NM  
 Customer Type: SLED  
 Product Type: Hardware Only  
 State Contract: N/A  
 Term:

Client: City of Aztec  
 Attention: Vanessa Tanner  
 Contact: Randy Mifflin  
 Contact Email: rmifflin@cellularoneaz.com  
 Office: 928-537-0690 ext 2217  
 Mobile: 928-358-7496

### Hardware/Software Purchase

| Item  | Harward Description  | Unit Cost   | Qty               | Extended MRC        |
|---|--|-------------|-------------------|---------------------|
| 100 - Synology Enterprise 3.5 SATA HDD HAT5300 12TB | Synology Enterprise 3.5 SATA HDD HAT5300 12TB  | \$652.49    | 16                | \$10,439.84         |
| 900S - Power Edge R660 - City of Aztec              | Power Edge R660 - City of Aztec Intel Xeon Gold 6430 Processor   | \$24,373.05 | 2                 | \$48,746.10         |
| 100 - Synology 8 Bay Rackstation RS1221+            | Synology 8 Bay RackStation RS1221+ (Diskless) & 10Gb Ethernet Adapter 2 SFP+ Ports (E10G21-F2), Black          | \$2,276.47  | 2                 | \$4,552.94          |
| 700 - Ubiquiti USW-Enterprise 48-PoE                | Ubiquiti USW-Enterprise 48-PoE Switch  | \$2,318.55  | 21                | \$48,689.55         |
| 700 - Ubiquiti Switch Pro Aggregation               | The Switch Pro Aggregation is a fully managed, Layer 3 switch with (28) 10G SFP+ ports and (4) 25G SFP28 ports | \$1,413.43  | 2                 | \$2,826.86          |
| 300 - 10G SFP+ Twinax Cable DAC Cable 2 Meter       | 10G SFP+ Twinax Cable DAC Cable 2 Meter  | \$21.26     | 3                 | \$63.78             |
| 700 - Ubiquiti SPF Module SM 10G 2pk                | Ubiquiti SPF Module SM 10G   | \$55.10     | 10                | \$551.00            |
| 100 - 10G-DACP SFPZ5M                               | Extreme 10G-DACP-SFPZ5M  | \$169.42    | 4                 | \$677.68            |
| 1001 - Vmware vSphere Essentials Kit                | VMWare vSphere Essentials Kit  | \$689.99    | 2                 | \$1,379.98          |
| 1001 - Windows Server 2022 Standard - 16 Core       | Windows Server 2022 Standard - 16 Core   | \$719.99    | 3                 | \$2,159.97          |
|   |  |             | <b>Total MRC:</b> | <b>\$120,087.70</b> |

### Labor/Set Up


| Item             | Product Description/One Time Cost                                   | Hourly Rate | Qty | Extended Price |
|------------------|---|-------------|-----|----------------|
| One Time Install | One time cost for installation as outlined in the Statement of Work | \$120.00    | 80  | \$9,600.00     |

### Pricing Summary

|  |               | Total               |
|--|---------------|---------------------|
|  | Subtotal      | \$129,687.70        |
|  | Estimated Tax | \$9,941.31          |
|  | <b>Total</b>  | <b>\$139,629.01</b> |

#### Terms and Conditions

1. By signing this form, you are agreeing to the pricing and services described above in the Quote Agreement and to the additional Terms and Conditions of the Service Agreement that are available at <https://www.sunstatetech.com/terms-conditions/>
2. The additional terms and conditions together with this Quote Agreement constitute the Service Agreement between you and Sunstate (us) and sets forth your rights and ours concerning payments, credits, changes, starting and ending services, termination fees, limitation of liability, resolution of disputes and other important topics.
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4. Quote Agreement is good for 60 days.

  
 \_\_\_\_\_ 4/24/2024  
 Smith Bagley, Inc. Date

\_\_\_\_\_  
 Date

## Managed Services Detailed Quote Agreement

Project Number: Quote #006396 V1  
 Date: 4/24/2024  
 Project State: NM  
 Customer Type: SLED  
 Product Type: Managed Services  
 State Contract: \_\_\_\_\_  
 Term: 36

Client: City of Aztec  
 Attention: Vanessa Tanner  
 Contact: Randy Mifflin  
 Contact Email: rmifflin@cellularoneaz.com  
 Office: 928-537-0690 ext 2217  
 Mobile: 928-358-7496

### Managed Services Monthly-Recurring Cost (MRC)

| Item                           | Hardware & Management Description   | Unit MRC | Qty | Extended MRC |
|--------------------------------|---|----------|-----|--------------|
| 9001 - Managed Server          | Managed Server includes the following <ul style="list-style-type: none"> <li>• Unlimited ticket count</li> <li>• Monthly Software Inventory</li> <li>• Monthly Hardware Inventory</li> <li>• Weekly Microsoft OS Patching</li> <li>• Install and management of Antivirus software</li> <li>• 2 Backup applications, Full Image and File Level.</li> <li>• System Weekly Maintenance                             <ul style="list-style-type: none"> <li>o Temp File Cleanup</li> <li>o Defragging Hard Drive</li> <li>o 3rd Party Patching, IE. Adobe, Chrome, JAVA, Etc.</li> </ul> </li> </ul> | \$150.00 | 18  | \$2,700.00   |
| 9001 - Managed NAS             | Managed NAS <ul style="list-style-type: none"> <li>• NAS System updates</li> <li>• Unlimited ticket count</li> <li>• management of reporting which converts all issues into tickets</li> </ul>  | \$30.00  | 2   | \$60.00      |
| 9001 - Managed Router/Firewall | Managed Router/Firewall <ul style="list-style-type: none"> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• Firewall Programming</li> <li>• Any, adds/moves/changes</li> </ul>   | \$25.00  | 1   | \$25.00      |

|                                   |   |         |     |                    |
|-----------------------------------|---|---------|-----|--------------------|
| 9001 - Managed Switch             | <ul style="list-style-type: none"> <li>Managed Switch</li> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• Switch Programming</li> <li>• Any, adds/moves/changes</li> </ul>   | \$15.00 | 23  | \$345.00           |
| 9001 - Managed Access Point       | <ul style="list-style-type: none"> <li>Managed Access Point</li> <li>• System updates</li> <li>• Unlimited ticket count</li> <li>• AP Programming</li> <li>• AP reporting on request</li> </ul>   | \$5.00  | 61  | \$305.00           |
| 9001 - Managed Camera             | <ul style="list-style-type: none"> <li>Managed Camera</li> <li>• Camera programming</li> <li>• Camera updates</li> <li>• Unlimited ticket count</li> </ul>  | \$7.00  | 40  | \$280.00           |
| 9001 - Remote Managed Workstation | <ul style="list-style-type: none"> <li>Remote Managed Workstation includes the following</li> <li>• Unlimited ticket count</li> <li>• Monthly Software Inventory</li> <li>• Monthly Hardware Inventory</li> <li>• Weekly Microsoft OS Patching</li> <li>• Install and management of Antivirus software</li> <li>• System Weekly Maintenance, Temp File Cleanup, Defragging Hard Drive, 3rd Party Patching, IE. Adobe, Chrome, JAVA, Etc.</li> <li>Any onsite work required labor rate is \$120.00 per hour</li> </ul> | \$50.00 | 160 | \$8,000.00         |
| <b>Total MRC:</b>                 |   |         |     | <b>\$11,715.00</b> |

**Managed Work Station Non-Recurring Cost (NRC)**

| Item | Product Description | Unit Price | Qty               | Extended Price |
|------|---------------------|------------|-------------------|----------------|
|      |                     |            |                   |                |
|      |                     |            |                   |                |
|      |                     |            | <b>Sub Total:</b> | \$0.00         |
|      |                     |            | <b>Est Tax:</b>   |                |
|      |                     |            | <b>Total:</b>     | \$0.00         |

**Managed Services Installation Cost**

| Service | Description | Hourly Rate | Qty | Extended Price |
|---------|-------------|-------------|-----|----------------|
|         |             |             |     |                |

## Managed Services Pricing Summary

|  | NRC    | MRC         |
|--|--------|-------------|
|  | \$0.00 | \$11,715.00 |

### Terms and Conditions

1. By signing this form, you are agreeing to the pricing and services described above in the Quote Agreement and to the additional Terms and Conditions of the Service Agreement that are available at <https://www.sunstatetech.com/terms-conditions/>
2. The additional terms and conditions together with this Quote Agreement constitute the Service Agreement between you and Sunstate (us) and sets forth your rights and ours concerning payments, credits, changes, starting and ending services, termination fees, limitation of liability, resolution of disputes and other important topics.
3. This Quote Agreement is an approximation and is not guaranteed. The Quote Agreement is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. If the new price cannot be agreed upon between the parties, Sunstate may terminate this Quote Agreement and Service Agreement in whole or in part.
4. Quote Agreement is good for 60 days.

  
\_\_\_\_\_  
Smith Bagley, Inc.                      4/24/2024  
Date

\_\_\_\_\_  
Date

# Staff Report

---

**MEETING DATE:** May 7, 2024  
**AGENDA ITEM:** BUSINESS ITEM (C)  
**AGENDA TITLE:** Special Budget Resolution 2024-1426 for IT Support Services

---

**ACTION REQUESTED BY:** City Manager  
**SUMMARY BY:** City Manager

---

## PROJECT DESCRIPTION / FACTS

With the awarding of RFP 2024-847 and approval of the contract for IT support services for the prorated month of May 2024 (prorated 24 days), for the full month of June 2024, and Installation Total it will be necessary to adjust the FY24 budget within GL# 310-1170-64200 IT Professional Services.

FY23/24 Monthly IT Managed Services:

May (prorated 24 days) \$ 9,070.00

Installation Total \$ 9,600.00

June \$ 11,715.00

Total \$ 30,385.00

## PROCUREMENT / FISCAL IMPACT

\$30,385.00 will be added to GL account 310-1170-64200, IT Professional Services.

---

**SUPPORT DOCUMENTS:**

- Resolution 2024-1426
- DFA Summary
- Budget Recap
- Commission Summary

---

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Special Budget Resolution 2024-1426 for IT Support Services

---



**CITY OF AZTEC**  
**Resolution 2024-1426**  
**Special Budget Resolution for IT Support Services**

- WHEREAS,** the City of Aztec initiated an Information Technology Network System review; and
- WHEREAS,** the results of that initial review directed the City to seek a Request for Proposal for IT Support Services; and
- WHEREAS,** four IT companies responded to RFP 2024-847; and
- WHEREAS,** each company was scored by committee on technical qualifications and interviewed in person by the IT committee; and
- WHEREAS,** one company was selected from the RFP process; and
- WHEREAS,** funds within the 310 account are available for implementing the network systems changes as well as provide annual IT support; and
- WHEREAS,** the funding now needs to be allocated for expenditure in the amount of \$30,385.00 for the prorated month of May 2024 (prorated 24 days) \$9,070, for the full month of June 2024 \$11,715, and Installation \$9,600.

**NOW, THEREFORE,** that the Aztec City Commission, of Aztec, New Mexico, Adopts Resolution 2024-1426, approving the special budget resolution to update GL 310-1170-64200 IT Professional Services for expenditure.

**PASSED, APPROVED AND SIGNED** this 7<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Mayor Michael A. Padilla, Sr.

ATTEST:

\_\_\_\_\_  
Karla Sayler, City Clerk

CITY OF AZTEC

Final Budget Summary

Fiscal Year: 2023-2024

Balance Over/(Under) Reserve Requirements: \$ 6,285,078

| Fund Description                      | City Fund | DFA Fund | Beginning 7/1 Cash Balance | Budgeted Revenues | Budgeted Transfers | Budgeted Expenditures | Budgeted Ending 6/30 Cash balance | Reserve Requirements |
|---------------------------------------|-----------|----------|----------------------------|-------------------|--------------------|-----------------------|-----------------------------------|----------------------|
| GENERAL F                             | 101       | 11000    | \$ 7,973,433               | 9,295,435         | (65,800)           | 10,078,145            | 7,124,923                         | 839,845              |
| MUNICIPAL                             | 200       | 21600    | 2,587,070                  | 5,926,637         | (25,000)           | 5,643,014             | 2,845,693                         |                      |
| LAW ENFOR                             | 205       | 21100    | 23,541                     | 123,500           | -                  | 147,041               | -                                 |                      |
| LOCAL GOV                             | 207       | 20100    | 21,301                     | 67,000            | 60,000             | 127,000               | 21,301                            |                      |
| ECONOMIC                              | 215       | 29900    | 119,540                    | -                 | -                  | -                     | 119,540                           |                      |
| IMPACT FEI                            | 216       | 29900    | 8,286                      | 1,203             | -                  | -                     | 9,489                             |                      |
| INTERGOVE                             | 218       | 21800    | 213,595                    | 2,626,328         | 321,705            | 3,032,732             | 128,897                           |                      |
| LAW ENFOR                             | 218       | 21210    | -                          | 150,000           | -                  | 150,000               | -                                 |                      |
| LAW ENFOR                             | 218       | 21220    | -                          | 225,000           | -                  | 225,000               | -                                 |                      |
| AMERICAN                              | 219       | 26000    | 1,252,670                  | -                 | -                  | 636,771               | 615,899                           |                      |
| LODGERS T                             | 220       | 21400    | 58,169                     | 42,348            | -                  | 52,000                | 48,517                            |                      |
| STATE FIRE                            | 230       | 20900    | 997,493                    | 266,535           | -                  | 1,124,890             | 139,138                           |                      |
| AIRPORT S                             | 270       | 29900    | 22,010                     | 1,354,167         | 50,000             | 1,427,699             | (1,522)                           |                      |
| CANNABIS                              | 280       | 28000    | 2,642                      | 20,000            | (19,200)           | 800                   | 2,642                             |                      |
| CAPITAL PF                            | 310       | 30500    | 992,399                    | 755,872           | (321,705)          | 977,744               | 448,822                           |                      |
| COMMUNIT                              | 340       | 30200    | 4,395                      | -                 | -                  | -                     | 4,395                             |                      |
| <b>Total General Government Funds</b> |           |          | <b>\$ 14,276,544</b>       | <b>20,854,026</b> | <b>-</b>           | <b>23,622,836</b>     | <b>11,507,734</b>                 |                      |
| JOINT UTIL                            | 500       | 52100    | \$ 7,890,986               | 13,105,007        | 2,335,500          | 14,754,083            | 8,577,410                         |                      |
| ELECTRIC F                            | 503       | 52100    | 5,352,609                  | 11,300            | (255,500)          | -                     | 5,108,409                         |                      |
| WATER RE                              | 506       | 52100    | 1,962,495                  | 2,800             | (1,500,000)        | -                     | 465,295                           |                      |
| WASTEWAT                              | 509       | 52100    | 2,027,061                  | 2,810             | (580,000)          | -                     | 1,449,871                         |                      |
| WATER RIC                             | 530       | 53500    | 574,816                    | 7,900             | -                  | 1,000                 | 581,716                           |                      |
| IRRIGATION                            | 540       | 59900    | 95,702                     | -                 | -                  | 3,800                 | 91,902                            |                      |
| SOLID WAS                             | 550       | 50200    | 243,750                    | 1,228,945         | -                  | 1,164,265             | 308,430                           |                      |
| ELECTRIC U                            | 518       | 59900    | -                          | 170,000           | -                  | 170,000               | -                                 |                      |
| STORWATE                              | 580       | 59900    | -                          | 288,000           | -                  | 288,000               | -                                 |                      |
| <b>Total Enterprise Funds</b>         |           |          | <b>\$ 18,147,419</b>       | <b>14,816,762</b> | <b>-</b>           | <b>16,381,148</b>     | <b>16,583,033</b>                 |                      |
| <b>Total City of Aztec</b>            |           |          | <b>\$ 32,423,963</b>       | <b>35,670,788</b> | <b>-</b>           | <b>40,003,983</b>     | <b>28,090,767</b>                 |                      |

Resolution 2024-1426  
State of New Mexico, City of Aztec  
2022-2023 Special Budget Resolution, 109th Fiscal Year

| City Account Number | City Account Description | Pre Adjusted Balance | Increase  | Decrease | Adjusted Balance | Request   |
|---------------------|--------------------------|----------------------|-----------|----------|------------------|---|
| 310-1170-64200      | PROFESSIONAL SERVICES    | 947,359              | 30,385.00 |          | 977,744          | PHYSICAL UPGRADING OF THE CITY'S NETWORK SYSTEM |

