

**AGREEMENT
BETWEEN THE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
AND
TEKSYSTEMS, INC.**

THIS AGREEMENT is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority") and TEKsystems, Inc., a Maryland corporation located at 2155 Louisiana Blvd. NE, Suite 6700, Albuquerque, New Mexico 87110 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Water Authority requires various information technology services; and

WHEREAS, the Contractor has in-depth knowledge of the Water Authority's network infrastructure and industry best practices; and

WHEREAS, the Contractor was competitively selected and awarded a contract through the State of New Mexico's General Services Department procurement process after notice and publication and in accordance with the requirements of the procurement laws and regulations applicable to that public agency; and

WHEREAS, the Water Authority desires to engage the services of the Contractor based upon their selection and award by the State of New Mexico under Statewide Price Agreement No. 10-000-00-00051AF, Title: IT Professional Services, which is attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, the Water Authority desires to engage the Contractor to render certain information technology services in connection therewith; and

WHEREAS, the Contractor is able to provide such services at a cost and in a timeframe in accordance with Water Authority goals and objectives.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services**: The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

Provide IT professional services as described in the attached Statewide Price Agreement No. 10-000-00-00051AF, Title: IT Professional Service, which is attached hereto and incorporated herein as part of this Agreement.

2. **Time of Performance:** Services of the Contractor shall commence upon the date of the last signature entered below, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2013. This Agreement may be extended for up to two (2) additional one (1) year terms upon written agreement of the parties conditioned upon extension of the Statewide Price Agreement No. 10-000-00-00051AF.

3. **Compensation and Method of Payment:**
 - A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

 - B. **Method of Payment for Services.** Payment for Services shall be made at the rates set forth in the rate schedules attached as Exhibits A through G of the Statewide Price Agreement No. 10-000-00-00051AF and incorporated herein. The Contractor shall be reimbursed for any applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice. Payments shall be made to the Contractor monthly for Services provided during the previous month. Payments shall be made upon receipt by the Water Authority of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

 - C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers'

Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel:**

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Water Authority.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of the Agreement.

6. **Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceeding of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance:** The Contractor shall procure and maintain at its expense until final payment by the Water Authority for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the Water Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

- A. **Automobile Liability Insurance.** An automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence.

Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.

- B. **Workers' Compensation Insurance.** Workers' compensation insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
 - C. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.
 - D. **Increased Limits.** If, during the term of this Agreement, the Water Authority requires the Contractor to increase maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
8. **Discrimination Prohibited:** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
9. **ADA Compliance:** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
10. **Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the Water Authority.
11. **Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
13. **Conflict of Interest; Governmental Conduct Act:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this 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 current or former "public officer or employee" have been followed.
14. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
15. **Compliance with Laws:** In performing the Services required herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
16. **Changes:** The Water Authority may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.
17. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
18. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

- 19. **Termination for Convenience of Water Authority:** The Water Authority may terminate this Agreement at any time without cause and for the convenience of the Water Authority by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
- 20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 21. **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- 22. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 23. **Applicable Law:** This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Albuquerque Bernalillo County Water Utility Authority.
- 24. **Notice:** All notices, requests, demands and other communications given under this Agreement will be in writing, and, unless otherwise specified in this Agreement, will be deemed to have been given if delivered in person, or on receipt, if mailed by certified or registered mail, postage pre-paid, and addressed to the Water Authority or to the Contractor at the following addresses, unless either party changes the address by giving written notice of the change to the other. The addresses for notices are:

Notice to Contractor: TEKsystems, Inc.
 2155 Louisiana Blvd. NE, Suite 6700
 Albuquerque, NM 87110

Notice to the Water Authority: Mark S. Sanchez, Executive Director
Albuquerque Bernalillo County Water Utility Authority
One Civic Plaza NW, Room 5012
Albuquerque, NM 87102

25. **Approval Required:** This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement on the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY
WATER UTILITY AUTHORITY**

CONTRACTOR: TEKsystems, Inc.

Approved By:

Mark S. Sanchez, Executive Director

Date: _____

Reviewed by:

Charles W. Kolberg, General Counsel

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

State Taxation and Revenue Department

Taxpayer Identification No.: _____

Federal Taxpayer Identification No.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000019969
TEKsystems, Inc.
P.O. Box 198568
Atlanta, GA 30384


Telephone No. 505-872-6301

Price Agreement Number: 10-000-00-00051AF

Price Agreement Amendment No.: One

Term: July 1, 2011 – May 31, 2013

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:

As Requested

Title: IT Professional Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 1, 2012 to May 31, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 2/13/12



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor

0000019969
TEKsystems, Inc.
PO Box 198568
Atlanta, GA 30384

Telephone No. 505-872-6301

Price Agreement Number: 10-000-00-00051AF

Payment Terms: Per Contract

F.O.B.: Per Contract

Delivery: Per Contract

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: 505-476-3121

Invoice:

As Requested

Title: **IT Professional Services**

Term: **July 1, 2011 thru March 30, 2012**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 6/21/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

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**State of New Mexico
Information Technology**

Price Agreement

Price Agreement No. 10-000-00-00051A-~~AF~~ AF

THIS Information Technology Price Agreement ("Agreement") is made by and between the State of New Mexico, State Purchasing Division, hereinafter referred to as the "Agency" and TEKsystems, Inc., hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

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 Agency has selected the Contractor as the Offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of this Agreement, the Contractor's proposal, including any best and final offers, and the RFP are hereby incorporated by reference in this contract. In the event of a conflict between these items, the conflict will be resolved by giving priority in the following order:

1. All federal and New Mexico laws, rules and regulations regarding services within the Contractor's scope of work.
2. This Agreement and any written amendments to this Agreement.
3. The Request for Proposal (RFP), all RFP amendments, written clarifications to the RFP, and written answers to written questions concerning the RFP.
4. Contractor's Best and Final Offer
5. Contractor's Proposal.

ARTICLE 1 – DEFINITIONS

- A. "**Acceptance**" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Agency.
- B. "**Change Request**" shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. "**Chief Information Officer ("CIO")**" shall mean the Secretary of the Department of Information Technology for the State of New Mexico or designated representative.
- D. "**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.
- E. "**DoIT**" shall mean the Department of Information Technology.
- F. "**DFA**" shall mean the Department of Finance and Administration; "**DFA/CRB**" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- G. "**Escrow**" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.

H. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Agency, an Enhancement may be identified as minor or major.

I. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

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

K. "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 Agency.

L. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

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

N. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT.

O. "Project Manager" shall mean a qualified person from the Agency responsible for all aspects of the Project

P. "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.

Q. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.

R. "State Purchasing Division (SPD)"- shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall provide information technology services to the Procuring Agency in accordance with the completed IT Professional Services Contract and the terms and conditions of the price agreement at the rate shown in Exhibit A.

B. Performance Measures. In addition, each IT Professional Services Contract will become a part of the agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- 1) The terms and conditions of this document;
- 2) The completed Contract/Purchase Order;
- 3) The request for proposals document; and
- 4) The contractor's written proposal including the Best and Final Offer, if one was submitted.

C. This is not an exclusive Price Agreement. Procuring Agencies may obtain services from other sources during the Price Agreement term. The SPA makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

ARTICLE 3 - COMPENSATION

All payments under this Price Agreement are subject to the following provisions:

a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, Project Manager shall determine if the services provided meet Purchase Order specifications contained therein. No payment shall be made for any service until the services have been accepted in writing by the Project Manager. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) days from the date the Project Manager receives written notice (Contractor's Invoice) from the Contractor that payment is requested for services, the Project Manager shall issue a written certification to the Contractor of complete or partial acceptance or rejection of the services.

b. 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 shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The

Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Agency may terminate this Agreement.

c. Compensation - The approved maximum rates to be paid for services rendered are contained in the Services Schedule. The Procuring Agency may reimburse Contractor for reasonable travel/per diem expenses for work performed at distances greater than 100 miles from the Contractor's primary place of business in New Mexico. The conditions for travel, the type and amount expenses to be reimbursed shall be stated in the Procuring Agency Agreement. Travel time from the Contractor's primary place of business and the worksite is not billable.

d. Payment of Invoice - Payment will be made to the Contractor's designated mailing address.

e. Payment of Taxes - The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes or local option taxes for services rendered. Such taxes must be itemized separately on the invoice.

The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

f. Invoices - Invoices shall be submitted to the Project Manager.

g. Facilities and Equipment - The Procuring Agency shall provide contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. Unless otherwise stated in the Procuring Agency Agreement, the contractor shall provide contractor personnel with any required personal computer equipment and software and shall reimburse the procuring agencies for all long distance telephone calls charged to the Procuring Agency.

h. Appropriations - The terms of this Price Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or other appropriate governing bodies for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may terminate its obligation under a Purchase Order, or any extension thereof, if sufficient appropriations and authorization are not made by the Legislature or other appropriate governing body to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent services from a third party.

i. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the State of New Mexico, and its agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Price Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 4 – TERM

The initial term of this Price Agreement shall be March 31, 2011 or as soon as possible thereafter, through March 30, 2012.

The SPA may extend the initial term of the Price Agreement for three (3) additional one-year terms, or portions thereof, by giving the Contractor a written offer to renew the agreement at least thirty (30) days prior to the expiration of the then-current term. Service rates can change each year at the time of renewal if exercised, any proposed increase in the maximum rates for each authorized service shall not exceed the lower of the increase in the published Consumer Price Index (or other index approved by the Agreement Administrator) during the previous agreement term~ or the percentage increase in the Contractor's published consultant rates.

Except as noted elsewhere in this paragraph, the SPA expects all terms and conditions of this Price Agreement to apply to any option temps exercised. No changes to terms and conditions shall be effective unless reduced to written amendment in accordance with Paragraph 15 of this Price Agreement.

ARTICLE 5 – TERMINATION

This Agreement may be terminated as follows:

A. **General.** By either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

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 AGENCY AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 6 – 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 Agency property in which the Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Agency.
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Agency;
- 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Agency may direct, for orderly completion and transition;
- 4.) Take such action as the Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Agency is not liable for any costs arising out of termination and that the Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Agency 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 Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Agency the full amount of the reduction.

8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Agency for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred.

9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Agency 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 Agency or created by the Contractor under this Agreement, to the Agency, 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 Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Agency or created by the Contractor under this Agreement.

B. Agency. 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 Agency 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 7 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Agency, and the Risk Management Division of the New Mexico General Services Department.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Agency, as necessary, to satisfy any outstanding claim that the Agency may have against the Contractor.

ARTICLE 8 – INTELLECTUAL PROPERTY

A. Product of Services: Copyright. All materials developed or acquired by the Contractor under this Price Agreement shall become the property of the Procuring Agency. Nothing produced, in whole or in part, by the Contractor under this Price Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at the conclusion of a Purchase Order.

ARTICLE 9 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Agency based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Agency shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Allow the Contractor to control the defense and settlement of the claim; and
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. **Agency Rights.** If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the Agency the right to continue using the product or service and fully indemnify the Agency against all claims that may arise out of the Agency's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or
- 3.) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Agency to the extent such modification is the cause of the claim.

ARTICLE 10 - WARRANTIES

NA

ARTICLE 11 – CONTRACTOR PERSONNEL

A. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement.

a. Once a Purchase Order has been issued, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

b. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

ARTICLE 12 – STATUS OF CONTRACTOR

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Agency.

ARTICLE 13- CHANGE MANAGEMENT

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable.

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 Executive Level Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working 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 contract and become binding as a part of the original contract.

ARTICLE 14 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the Agency 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 15 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Agency, and the Contractor consents to the Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Agency's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Agency or for losses occasioned by the Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Agency.

ARTICLE 19 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 20 – CONFIDENTIALITY

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

ARTICLE 21 – CONFLICT OF INTEREST

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

ARTICLE 22 - RECORDS AND AUDIT

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

ARTICLE 23 - AMENDMENT

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

ARTICLE 24 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

ARTICLE 25 - 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 26 – NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery, or three (3) business days after being mailed.

To SPA:

State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016

1100 St. Francis Drive
Santa Fe, New Mexico 87505

To Contractor: TEKsystems, Inc.
2155 Louisiana Blvd. NE, Suite 6700
Albuquerque, NM 87110

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 26. The carrier for mail delivery and notices shall be the agent of the sender.

ARTICLE 27- GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor 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.

C. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the Agency's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

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

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

G. Work Site. Work shall be performed at the Procuring Agency's site unless specified otherwise in the Procuring Agency Agreement.

H. Succession. This Price Agreement shall extend to and be binding upon the successors and assigns of the parties.

ARTICLE 28 - 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.

ARTICLE 29 – 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 30- AGREEMENT ADMINISTRATOR

The SPA shall appoint an agreement administrator whose duties shall include, but not be limited to, the following:

a. The agreement administrator shall attempt to facilitate dispute resolution between the Contractor and procuring agencies. Unresolved disputes shall be presented to the SPA for resolution.

b. The agreement administrator shall review and recommend approval or disapproval of all requested changes to the Contractor's Services Schedule.

c. The agreement administrator shall advise the SPA regarding the Contractor's performance under the terms and conditions of the agreement.

d. The agreement administrator shall assist procuring agencies with the preparation of purchase orders and the approval thereof.

e. The agreement administrator shall review and accept quarterly utilization reports.

ARTICLE 31 – ADMINISTRATIVE REPORTING FEES

a. The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31

December 31 January 31
March 31 April 30

b. The periodic report shall include the gross revenues for the period subtitled by Procuring Agency name. If no revenue was generated for the period, a report shall be filed stating that fact. Reports containing revenue shall be accompanied with a check payable to SPA for an amount equal to one-half of one percent (0.0050) of the gross revenue for the period.

c. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of the Price Agreement or termination of the Price Agreement for cause.

ARTICLE 32 – EMPLOYEE PAY EQUITY REPORTING

“Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form-annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

“Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

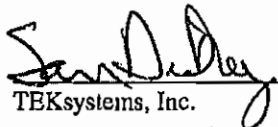
“Contractor shall not be required to report more frequently than annually unless more than 180

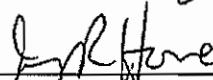
calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order."

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.

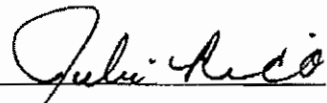
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 5-28-11
TEKsystems, Inc.

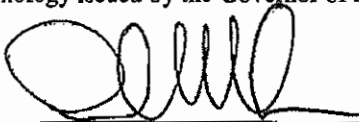
By:  Date: 6/1/11
Jay Hone, GSD General Council
For Legal Sufficiency

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: 02-395509000

By:  Date: 6/2/11
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with 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:  Date: 6/13/11
Darryl Ackley, Secretary
Department of Information Technology

This Agreement has been approved by the SPA:

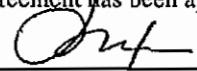
By:  Date: 6/21/11
Purchasing Agent for the State of New Mexico

Exhibit A

Service Category 5: Security Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate	Products Supported
IT Security Services	ITSS1	\$75.00	N/A	Application Security, Network Security, LAN/WAN, Firewalls, Authentication, Capability, Access, VPN wireless access, Risk Management, other
	ITSS2	\$79.00		
	ITSS3	\$84.00		

Exhibit B

Service Category 7 Electronic Content Management Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate Per Hour	Providers Supported
A. Electronic Content Management Technician	ECM Tech1	\$80.00	\$90.00	EMC Documentum, Captiva, eiStream, HP Trim, IBM FileNet, Oracle Stellent, Open Text Vignette, Hummingbird, Open Text ECM Suite, Nuxeo, Alfresco, SaaS, EDI, XML, other
	ECM Tech2	\$85.00	\$90.00	
	ECM Tech3	\$90.00	\$90.00	
B. Electronic Content Management Integration Consultant	ECM Consultant1	\$85.00	\$105.00	
	ECM Consultant2	\$95.00	\$105.00	
	ECM Consultant3	\$105.00	\$105.00	

Sam Dickey Director of Business Operations

Name & Title

6-2-11

Date



Signature

CPS ID # 02-395509-00-0

Exhibit C

Service Category 1 Data Management

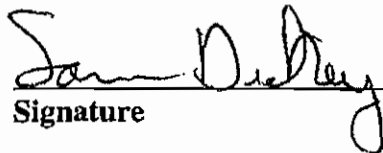
Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
A. Database Admin	DBA1	\$80	\$90	SQL Server, Oracle, MySQL, Adabas, Informix, Sybase, PostGres, IBM DB2, Other
	DBA2	\$85		
	DBA3	\$90		
B. Database Architect	Database Architect	\$105	\$105	SQL Server, Oracle, MySQL, Adabas, Informix, Sybase, PostGres, IBM DB2, Other
C. Data Warehouse Specialist	Data Warehouse ETL Specialist	\$95	\$105	SQL Server, Oracle, MySQL, Adabas, Informix, Sybase, PostGres, IBM DB2, Other
	Data Warehouse Architect	\$105		

Sam Dickey Director of Business Operations

6-2-11

Name & Title

Date


Signature

CRS ID# 02-395509-00-0

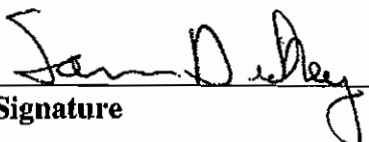
Exhibit D

Service Category 3 Network and Infrastructure Support Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
A. Network Administrator	NA1	\$60	\$80	Microsoft Technologies, VMware, Unified Communications, Cisco, Juniper, other
	NA2	\$65		
	NA3	\$70		
B. System Administrator	SA1	\$65	\$80	
	SA2	\$70		
	SA3	\$75		
C. Service Desk & End User Support Technician	SDT1	\$32	\$80	
	SDT2	\$37		
D. Voice/Data Engineer	VDE1	\$65	\$80	
	VDE2	\$70		
	VDE3	\$75		

Sam Dickey, Director of Business Operations
Name & Title

6-6-11
Date


Signature

CRS ID# 02-395509-00-0

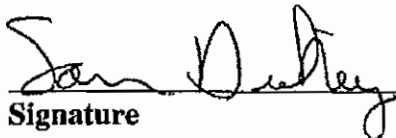
Service Category 2 Software Development

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
A. Software Engineer	SE1	\$76	\$86	Natural, C++, JAVA, J2EE, Visual basic, Natural for Windows, eCobol, Natural Construct, COBOL/CICS, VB.net, C#.net, ASP.net, PERL, PHP, MOS, Delphi, SQL, UNIX, Javascript, XML, Coldfusion, HTML, Flex, Silverlight, Other
	SE2	\$81		
	SE3	\$86		
B. Web Developers	WD1	\$76	\$83	
	WD2	\$78		
	WD3	\$83		
C. Software Quality Assurance Analyst	SQAA1	\$60	\$70	
	SQAA2	\$66		
	SQAA3	\$70		
D. Software Architect	Software Architect	\$105	\$105	
E. Software Tester	ST1	\$60	\$70	
	ST2	\$65		
	ST3	\$70		

Sam Dickey, Director of Business Operations
Name & Title

6-6-11

Date


Signature

Service Category 4 Project and Process Management

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
A. Project Management	Project Coordinator	\$60	\$95	PMP certified project managers, Agile/Scrum development experience, ITIL experience, GIS Professional Certification, Network Certifications, Microsoft Certifications, Testing/Quality certifications, Other
	PM1	\$80		
	PM2	\$90		
	PM3	\$95		
C. Functional Architect	Functional Architect	\$95	\$95	
D. Technical Writer	TW1	\$52	\$95	
	TW2	\$58		

Sam Dickey, Director of Business Operations

Name & Title

6-7-11

Date


Signature

Exhibit G

Service Category 6 Geographical Information System Services

Sub-service Category	Skills	Maximum Hourly Service Rate	Training Rate (Hourly)	Products Supported
Geographic Information System Services	GIS - PA1	\$65	\$75	Esri, ArcView, ArcGIS, ArcSDE, ArcIMS, ArcWeb, ArcGIS Server, Intergraphic, Caliper, Pitney Bowes, GRASS, SAGA, API, QGIS, MapWindow GIS, ILWIS, uDig, gv SIG, JUMP GIS, Kalypso, TerraView, Capaware, FalconView, JOSM, Mapnik, GeoServer, MySQL, TerraLib, Autodesk, ERDAS, other
	GIS - PA2	\$70		
	GIS - PA3	\$75		

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Sam Dickey, Director of Business Operations
Name & Title

6-17-11
Date

Sam Dickey
Signature