MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: November 15, 2026
Subject: Request for Approval of Amendment No. 6 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. 21/01/P)

SUMMARY

The Agency requests that the Board approve Amendment No. 6 (Amendment) to the Services Agreement (Agreement) with Ambitions Technology Group (Ambitions), of Albuquerque, NM, to continue managing the Agency's IT network.

The Amendment extends the term of the Agreement through November 19, 2027 (Year 7). Pursuant to Article 5, the Agreement may be renewed annually upon Board approval for a term not to exceed ten years.

The Amendment also increases compensation by $68,136 for a total amount not to exceed $439,136.

Funding is available under 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

Amendment No. 6 will continue the following services:

- End-user support, including live helpdesk
- On-site and remote desk support
- After-hours emergency support
- Network and endpoint monitoring, optimizing, and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support, including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing, and reporting
- Disaster recovery, including periodic test restores from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support, including VPN and desktop remote access

- Email infrastructure and support
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for signs of failures
- Adding or removing users (endpoints and network)
- New or replacement hardware and software
- Microsoft Office support
- Software application support, including liaising with vendors
- Software licensing (renewal, maintenance, and documentation)
- Mobile device management
- Audiovisual technology support, including Cisco WebEx Meetings
- Support liaison for CenturyLink, the Mitel phone system, and the Forte payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration, and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

On September 2, 2020, the Agency issued Request for Proposals (RFP) No. 21/01/P for managed IT services. Eight firms responded to the RFP.

On November 19, 2020, the Board approved a Services Agreement with Ambitions for $60,000.

On November 18, 2021, the Board approved Amendment No. 1, which increased compensation by $60,000 for a total amount not to exceed $120,000 and extended the term through November 19, 2022.

On November 17, 2022, the Board approved Amendment No. 2, which increased compensation by $54,100 for a total amount not to exceed $174,100 and extended the term through November 19, 2023.

On November 16, 2023, the Board approved Amendment No. 3, which increased the compensation by $66,500 to a total amount not to exceed $240,600 and extended the Agreement term through November 19, 2024. The Amendment also migrated the Agency's email infrastructure and support from a local Exchange (physical) server to cloud-based Microsoft Exchange Online.

On November 21, 2024, the Board approved Amendment No. 4, which increased compensation by $70,400 for a total amount not to exceed $311,000 and extended the term through November 19, 2025.

On November 20, 2025, the Board approved Amendment No. 5, which increased compensation by $60,000 for a total amount not to exceed $371,000 and extended the term through November 19, 2026.

ACTION REQUESTED

The Agency requests that the Board:

- Approve Amendment No. 6 to the Agreement with Ambitions Technology Group for managed IT services;
- Extend the term of the Agreement through November 19, 2027; and
- Increase compensation by $68,136 for a total amount not to exceed $439,136.

Attachments:

1) Amendment No. 6 – Services Agreement
2) Amendment No. 5 – Services Agreement
3) Amendment No. 4 – Services Agreement
4) Amendment No. 3 – Services Agreement
5) Amendment No. 2 – Services Agreement
6) Amendment No. 1 – Services Agreement
7) Services Agreement with Ambitions Technology Group

M:\Memo\111526.4

ATTACHMENT 1

Amendment No. 6 – Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 6
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 6 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement, is hereby amended to increase the amount of compensation by a total of Sixty-Eight Thousand One Hundred Thirty-Six Dollars and No Cents ($68,136.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor, in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Hundred Thirty-Nine Thousand One Hundred Thirty-Six Dollars and No Cents ($439,136.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
AMENDMENT NO. 2	$54,100.00
AMENDMENT NO. 3	$66,500.00
AMENDMENT NO. 4	$70,400.00
AMENDMENT NO. 5	$60,000.00
AMENDMENT NO. 6	$68,136.00
CONTRACT TO DATE	$439,136.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement, is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2027, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____
Lisa Cacari Stone Date:
Chairperson, Joint Powers Board

CONTRACTOR:

_____ _____
Lucas Rael Date:
Chief Executive Officer
Ambitions Technology Group

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Year 7 Fee Schedule

Wednesday, November 11, 2026

Randall Kippenbrock, Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

Mr. Kippenbrock,

Thank you again for the opportunity to put together a proposal for your immediate and ongoing technology needs. We are fully committed to supporting your organization and ensuring that the solutions we provide fit both your structure and budget.

We propose to support you under our comprehensive support plan, **ATG Total Care Plus**. This plan provides unlimited day to day end-user support for the scope of work defined below. This is a flat-rate support agreement that is designed to help you provide a superior level of support to your organization while ensuring a consistent IT budget. Our team is prepared to support your organization within the following critical areas:

Support Scope of Services:

- **Unlimited Remote Help Desk Support**
  Provide end users with unlimited remote support for day-to-day technical issues during standard business hours.
- **On-Site Support as Needed**
  Dispatch on-site technicians for issues that cannot be resolved remotely (within agreed response time).
- **Workstation & User Account Management**
  Support for existing devices, user onboarding/offboarding, permissions management, and routine maintenance.
- **Patch Management & System Updates**
  Regular deployment and monitoring of updates for operating systems, productivity tools, and security software.
- **Endpoint Monitoring & Alerting**
  24/7 monitoring of servers, workstations, and network devices to proactively identify and address issues.
- **Backup Oversight & Verification**
  Ensure scheduled data backups are completed successfully; routinely test restorations to confirm data integrity.
- **Network & Infrastructure Oversight**
  Monitor and maintain core infrastructure (e.g., firewalls, switches, Wi-Fi, internet connections) for uptime and performance.
- **Vendor Liaison Services**
  Act as the primary point of contact for third-party vendors (e.g., ISP, software providers, copier techs) on behalf of the client.
- **Annual CIO Reviews**
  Provide executive-level reports and recommendations on system performance, risks, and opportunities for improvement.
- **Security Oversight & User Awareness**
  Basic cybersecurity support including management of antivirus, email filtering, MFA support, and periodic phishing simulations or user awareness training.
- **Documentation & Asset Tracking**
  Maintain and regularly update IT documentation, including network diagrams, device inventory, and licensing records.

Additional Services Covered:

- Monthly scheduled on-site visits for proactive systems works and hands-on end-user support
- Annual CIO consulting for review, recommendations, and long-term planning

Licenses, subscriptions and other costs to be billed separately include but not limited to:

- **Third party licenses (i.e. Microsoft, advanced security, etc.)**
- **Backup devices and subscriptions**
- **See Schedule A for exclusions related to consulting and support services****

Monthly Commitment and Cost

Because of the investment we will be making to your IT systems to achieve optimal efficiency, **Total Care Complete** requires a minimum one-year commitment. Total Care Complete is Ambitions' premier level of support and gives you priority access to all of our technical engineers and business resources. We feel that Total Care Complete offers peace of mind through a flat rate billing platform that supports your organization with predictable costs for your day to day support. Most importantly, we are thoroughly eager to extend our partnership with your organization and continue to develop truly efficient technology systems that have the ability to greatly influence your immediate and long-term professional goals.

Cost is determined based on an overall evaluation of your organization, number and type of users, number and type of workstations and servers, network infrastructure and physical sites. A significant change in any area will trigger a re-evaluation of costs. For your organization, we will provide the scope of services mentioned above under the following flat-rate agreement.

ATG Total Care Complete:

SERVICES COVERED	QTY	Additional
Managed Users	**Up To 30**	TBD
Managed Workstations	**Up To 35**	TBD
Managed Servers (Including Virtual)	**Up to 7**	TBD
Security Plus (MFA, EDR, etc.)	**Up To 35**	TBD
Dropsuite Backups	**Up to 30**	TBD
Datto BDR	**2 Agents**	TBD

Total Care Plus w/ Added Services:	Monthly Cost:	$ 5,275.00
NMGRT (estimated)	Monthly	$ 403.00
Total	Monthly	$ 5,678.00
Total	Annual	$ 68,136.00

AMBITIONS TECHNOLOGY GROUP

TOTAL CARE COMPLETE AGREEMENT

THIS MAINTENANCE AND REMOTE MONITORING AGREEMENT (this "Agreement") is made as of the date as outlined on the customer section of the signature page of this Agreement by and between Ambitions a New Mexico corporation having a place of business 201 Third St. NW Suite 720, Albuquerque, NM 87102 ("Ambitions"), and Customer as described on the customer section of the signature page of this Agreement. Ambitions and Customer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

1) Definitions
   a. "Normal Business Hours" shall mean 7:30am-12pm to 1pm-5:30pm, Monday through Friday, non-federal holidays.
   b. "After Hours" and "Emergency Requests" shall mean all times not included during Normal Business Hours or expedited response times requested by customer outside of normal SLA guidelines.
   c. "Weekly Maintenance", "Monthly Maintenance", and "Long Term Maintenance" shall refer to time spent working on Customer systems as outlined in the customer section of the signature page of this Agreement.
   d. "Maintenance Session" shall mean the time during which Ambitions is working on the Weekly Maintenance, Monthly Maintenance, or Long-Term Maintenance tasks.
   e. "Contract Date" shall mean the date associated with the customer section of the signature page of this Agreement.
   f. "Confidential Information" shall mean any proprietary, confidential information (whether or not patentable or copyrightable) which is owned or controlled by either Party, including without limitation trade secrets, know-how, data, processes, formulas, methods, technology, manufacturing techniques, pricing, and sales and marketing information. Ambitions shall ensure that all of its employees abide by these confidentiality requirements.

2) SERVICES
   a. Customer authorizes Ambitions to perform maintenance on customer systems as outlined on page one of this agreement.

3) COSTS
   a. Fees are based on services performed, at the rate as outlined on page two of "Schedule A" of this agreement. Contract rates are subject to adjustment based on changes in customer user count and network infrastructure.
   b. All estimates of time to complete a given task are based on our evaluation of the task, the extent of Company's involvement and the complexity of the task to be performed. During the course of working for Customer, additional requirements or problems may become evident or additional work may be requested or required. Customer further understands that all estimates are done using the information made available to Company by Customer and that all estimates may be subject to modification at any time. Company shall submit an itemized account of all time spent on a particular task, and Company shall not exceed billing the amount equal to the sum total time as outlined on page one of this agreement in monthly billing without Customer's prior written or unilateral verbal approval.

4) RESPONSIBILITIES
   a. Customer acknowledges their responsibility,
      i. to approve work that Ambitions recommends be completed,
      ii. to remain within the licensing requirements of any and all software manufacturers.
      iii. to keep current on all hardware warranties.
      iv. to notify Ambitions of changes in use, configuration, or location of systems as well as changes related to service providers or vendors,
   b. and further acknowledges Ambitions is not responsible for
      i. damages caused by Customer's failure to approve work,
      ii. damages or costs incurred by loss of use from hardware failures as a result of normal use,
      iii. downtime or losses incurred as a result of downtime,
      iv. maintaining hardware or software that it is not notified about.

AMBITIONS
TECHNOLOGY GROUP

5) Duration of Agreement
   a. The Agreement shall commence on the Contract Date (the "Initial Period") and will continue through the end of the selected term (12 or 24 months) unless terminated by either party giving at least 60 days written notice of termination to take effect on 1st of the following month unless the Agreement is otherwise terminated in accordance with this Agreement.

6) Suspension
   Ambitions may suspend or delay the performance of any or all of its obligations hereunder if the Customer is in breach of any of the customer's warranties given in clause 4.a) above or if the Customer has failed to make payment of any sum due to Ambitions when due. Client may suspend the contract if the work performed by Ambitions does not meet industry standards.

7) Termination
   a. Ambitions may terminate the Agreement without notice if any sums due and payable by the Customer or its subsidiary or associated company, shall remain unpaid for a period of 60 days after becoming due, whether such sum is due in respect of the Agreement or otherwise.
   b. Either party may terminate the Agreement immediately by notice in writing if after serving a written notice on the other party which specifies with reasonable details the other party's material breach of the Agreement and states an intention to terminate the Agreement, OR that breach is not remedied within a period of 30 days following service of the notice. Notice shall be served on the relevant party at the address given in the Agreement, or at such other address as may have been specified by that party to the other in writing. Such termination shall be without prejudice to the prior existing rights of either party hereunder.
   c. Either party may terminate the Agreement with immediate effect if the other becomes insolvent, enters bankruptcy, receivership, a members' or creditors' arrangement or anything similar, or any preparatory steps are taken for any of the same.
   d. Upon termination by Customer except for material breach or terms specified under (7.c), 100% of remaining contractual fees shall be due if contract has more than 50% of its term remaining. If less than 50% of the contract term remains, 50% of remaining contractual fees shall be due.
   e. Upon termination of the Agreement for any reason, all sums then owing shall become immediately due and payable. Termination shall not affect any accrued rights or obligations of either party under the Agreement.
   f. Failure to immediately pay fees that are due, may cause delay in transition of customer accounts and services.

8) Severability
   a. In the event that any part of the Agreement, Schedule(s), or terms and conditions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severable from the remaining terms conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

9) Assignment
   a. Client may not assign its rights or obligations under the Agreement except with the prior written consent of Vendor. Vendor may assign and/or sub-contract portions of this Agreement.

10) Non-Disclosure
   a. Each Party represents that to the best of its knowledge it has the right to disclose its Confidential Information to the other without conflict with, or violation of the rights of, any third party.
   b. Except as provided in Sections 10.c and 10.d below, all Confidential Information shall in perpetuity be held in confidence by the receiving Party and not be disclosed to others or used, except for the purpose pursuant to the terms of this agreement, without the prior written approval of the disclosing Party; provided, however, that Confidential Information may be disclosed by a receiving Party to those of its employees and agents who require knowledge thereof in connection with the aforesaid purpose and who are obligated to protect the confidentiality thereof consistent with the receiving Party's obligations under this Agreement. The receiving Party shall take all

ATTACHMENT 2

Amendment No. 5 – Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 5 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty Thousand Dollars and No Cents ($60,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Seventy-One Thousand Dollars and No Cents ($371,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
AMENDMENT NO. 2	$54,100.00
AMENDMENT NO. 3	$66,500.00
AMENDMENT NO. 4	$70,400.00
AMENDMENT NO. 5	$60,000.00
CONTRACT TO DATE	$371,000.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2026, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Nov 20, 2025 17:46:55 MST)

Lee Garcia
Chairperson, Joint Powers Board

11/20/25
Date:

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

11/16/25
Date:

APPROVED AS TO FORM:

Nancy Long (Nov 14, 2025 12:59:43 MST)

Nancy R. Long
Agency Attorney

11/14/25
Date:

EXHIBIT A

Year 6 Fee Schedule

FEE SCHEDULE

RFP No. 21/01/P
MANAGED IT SERVICES FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	4	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	19	$	$ Included
Desktop Limited Use	5	$	$ Included
Laptop Support	1	$	$ Included
Laptop Support - Limited Use	2	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
One Siris4 Business Server Offsite Storage – 3TB(1)	1	$391.08	$391.08
Hyper V Host	1	$	$ Included
Microsoft Exchange Online Plan 1with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	$321.80	$321.80
Total			$4,791.13

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Beyond Year 5 - $391.08/month

ATTACHMENT 3

Amendment No. 4 – Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 4 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventy Thousand Four Hundred Dollars and No Cents ($70,400) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Thousand Eleven Hundred Dollars and No Cents ($311,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
AMENDMENT NO. 2	$54,100.00
AMENDMENT NO. 3	$66,500.00
AMENDMENT NO. 4	$70,400.00
CONTRACT TO DATE	$311,000.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante (Nov 22, 2024 18:30 MST)

Camilla Bustamante
Chairperson, Joint Powers Board

11/22/24
Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

11/19/24
Date:

APPROVED AS TO FORM:

Nancy Long (Nov 18, 2024 20:52 MST)

Nancy R. Long
Agency Attorney

11/18/24
Date:

EXHIBIT A

Year 5 Fee Schedule

FEE SCHEDULE

RFP No. 21/01/P
MANAGED IT SERVICES FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	4	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	19	$	$ Included
Desktop Limited Use	5	$	$ Included
Laptop Support	1	$	$ Included
Laptop Support - Limited Use	2	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
One Siris4 Business Server Offsite Storage – 3TB(1)	1	$325.90	$325.90
Hyper V Host	1	$	$ Included
Microsoft Exchange Online Plan 1with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	$268.00	$268.00
Total			$4,672.15

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Year 5 and beyond - $391.08/month

ATTACHMENT 4

Amendment No. 3 – Services Agreement

ITEM # 23-0686

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 3 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Six Thousand Five Hundred Dollars and No Cents ($66,500.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Forty Thousand Six Hundred Dollars and No Cents ($240,600.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
AMENDMENT NO. 2	$54,100.00
AMENDMENT NO. 3	$66,500.00
CONTRACT TO DATE	$240,600.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Chairperson, Joint Powers Board

11/16/23
Date:

ATTEST:

Geralyn Cardenas
Interim Santa Fe City Clerk

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

12.07.2023
Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

11.16.2023
Date:

EXHIBIT A

Year 4 Fee Schedule

FEE SCHEDULE

RFP No. 21-01-P
MANAGED IT SERVICES FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	5	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	19	$	$ Included
Desktop Limited Use	6	$	$ Included
Laptop Support	1	$	$ Included
Laptop Support - Limited Use	1	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
One Siris4 Business Server Offsite Storage – 3TB[(1)]	1	$325.90	$325.90
Hyper V Host	1	$	$ Included
Microsoft Exchange Online Plan 1with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	$220.20	$220.20
Total			$4,749.35

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Year 5 and beyond - $391.08/month

Microsoft Exchange Online Plan 1	One-Time Total	$8,800.00
Exchange Online Account Set-up,	Total Taxes	$ 671.00
DUO Account Set-up and user activation,	Total	$9,471.00
User Migration to Exchange Online Account,		
Shared Mailbox Creation,		
Email Backup Software set up and deployment.		
Post migration support per end user and on-site support.		

ATTACHMENT 5

Amendment No. 2 – Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty-Four Thousand One Hundred Dollars and No Cents ($54,100.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Seventy-Four Thousand One Hundred Dollars and No Cents ($174,100.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
AMENDMENT NO. 2	$54,100.00
CONTRACT TO DATE	$174,100.00

B. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen — 11/17/22

Anna Hansen
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

11/29/2022

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

Date:

APPROVED AS TO FORM:

11-18-2022

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Year 3 Fee Schedule

FEE SCHEDULE

RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	5	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	18	$	$ Included
Desktop Limited Use	2	$	$ Included
Laptop Support	2	$	$ Included
Laptop Support - Limited Use	2	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
Spam Filtering	24	$	$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB[(1)]	1	$260.72	$260.72
Hyper V Host	1	$	$ Included
Total			$4,511.97

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Year 5 and beyond - $391.08/month

ATTACHMENT 6

Amendment No. 1 – Services Agreement

ITEM # 21-0653

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty Thousand Dollars and No Cents ($60,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty Thousand Dollars and No Cents ($120,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$60,000.00
AMENDMENT NO. 1	$60,000.00
CONTRACT TO DATE	$120,000.00

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The Agency is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in Exhibit Attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2022, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the

Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler — Date: 11/22/21
Chairperson, Joint Powers Board

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Lucas Rael — Date: 11/23/21
Chief Executive Officer
Ambitions Technology Group, LLC

APPROVED AS TO FORM:

Nancy R. Long — Date: 11.19.2021
Agency Attorney

EXHIBIT A

Year 2 Fee Scheule

FEE SCHEDULE

RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	5	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	18	$	$ Included
Desktop Limited Use	2	$	$ Included
Laptop Support	2	$	$ Included
Laptop Support - Limited Use	2	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
Spam Filtering	24	$	$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB[(1)]	1	$260.72	$260.72
Hyper V Host	1	$	$ Included
Total			$4,511.97

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Year 5 and beyond - $391.08/month

ATTACHMENT 7

Services Agreement
with
Ambitions Technology Group

SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor") to provide managed IT services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. '21/01/P and all related Contract Documents, including Contractor's proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty Thousand Dollars and No Cents ($60,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The Agency is exempt

from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. DEFAULT

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided

herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

1) Acts of God or a public enemy;

2) Acts or omissions of any government entity;

3) Fire, flood or other casualty for which a party is not responsible;

4) Pandemic, epidemic or quarantine restriction;

5) Unanticipated work stoppage or freight embargo;

6) Strike, lockout, labor dispute, or civil disturbance; and

7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

10. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

11. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

12. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

13. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations

whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain technology professional liability insurance of $1,000,000 for each claim throughout the term of this Agreement.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

15. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

16. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-27 NMSA 1978. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

18. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and

the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

21. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the term of this Agreement, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

23. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

24. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY:
Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR:
Lucas Rael
Chief Executive Officer
Ambitions Technology Group
201 Third Street NW, Suite 720
Albuquerque, NM 87102
Fax: (888) 384-4990
Email: lrael@ambitionsgroup.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

25. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date: 11/18/2020

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

Date: 12/3/2020

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 11-20-2020

EXHIBIT A

Scope of Services

SCOPE OF SERVICES

Contractor shall provide managed IT services including but not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently, the Agency has, but is not limited to, the following inventory:

- **Network**
  - Windows PC environment
  - Adtran devices managed by CenturyLink
  - Fortinet firewalls - Fortigate 100E and 60E
  - HP Aruba PoE switches - 5
  - Dell PowerEdge physical servers - 3
  - Microsoft virtual machines – 5
  - WasteWorks satellite servers (Dell OptiPlex 5070) - 2
  - Desktops - 20
  - Laptops – 4
  - Conference room televisions with Lenovo Think Centre - 2
  - Kronos kiosks (Dell OptiPlex 3070) - 2
  - Digi port servers for serial to Ethernet connectivity at scale houses - 3
  - Ubiquity wireless access points in each building - 5
  - Ubiquity wireless point to point ≈ ¾ mile distance - 1
  - Network print servers and printers
  - Sharp and Toshiba copiers with scanning capability – 5
  - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Main Server** – 2020 Dell PowerEdge T440 Server; domain controller, file server and 2019 Microsoft Exchange server; Veeam licenses; Microsoft Server OS 2019; Microsoft Hyper-V virtualization software; OS volume is 460 GB; data drive is 3.7 TB.

- **WasteWorks Server** – 2019 Dell PowerEdge T440 Server; WasteWorks server, domain controller; Veeam licenses; Microsoft Server OS 2016 Standard; WasteWorks-SQL database program; Microsoft Hyper-V virtualization software; OS volume is 225 GB; data drive is 1.4 TB.

- **WasteWorks Satellite Servers** – Two 2020 Dell OptiPlex 5070 with Intel Core i7-9700 and 8 GB RAM; Microsoft OS Windows 10.

- **Backup Server** – 2019 Dell EMC PowerEdge R740 Server; Microsoft Server OS 2016; OS volume is 225 GB; data drive is 7.6 TB.

- **Backup System** - Local (Dell EMC PowerEdge R740 Server) and offsite backups. Backups shall be performed daily. Data shall be backed up to a Datto Siris4 Business server

with 3TB of storage at the Contractor's facility in Albuquerque, NM. Retention for local backups shall be 30 days. Retention for offsite backups shall be one year.

- **Software**
  - Microsoft Hyper-V virtualization software
  - Veeam licenses installed on all virtual servers
  - Microsoft Exchange 2019
  - ESET antivirus software
  - Cloud-based service SPAM filtering program
  - General productivity software (Microsoft Office and Adobe)
  - Carolina software - WasteWorks scale software*
  - Munis ERP – financial management software (City system)*
  - Open Edge credit card payment processing system*
  - Kronos time clock software*
  - Sharpdesk software for scanning and content management*
  - Mitel VOIP phone system with InGate SIParator firewall*
  - JJ Keller cloud-based health and safety software*
  - Fleetio cloud-based fleet management software*
  - Performance Now software
  - CAT equipment parts software*
  - FitPro respirator fit test software*

- **Miscellaneous**
  - Cell phones - 11 and tablets - 5 (Verizon and Sprint providers)*
  - ExacqVision video surveillance - two network video servers and 48 cameras*
  - Motorola handheld radios, two bases and one repeater*
  - Trimble base station/rover/equipment (GPS system) *

* denotes full/limited support by software/equipment provider.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FEE SCHEDULE

RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	$	$ Included
Server Support – Microsoft Virtual Machine	5	$	$ Included
WasteWorks Satellite Server Support	2	$	$ Included
Desktop Support	18	$	$ Included
Desktop Limited Use	2	$	$ Included
Laptop Support	2	$	$ Included
Laptop Support - Limited Use	2	$	$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	$	$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	$	$ Included
ESET Server Security Suite or Similar	5	$	$ Included
ESET Desktop/Laptop Security Suite or Similar	24	$	$ Included
Spam Filtering	24	$	$ Included
Datto Licenses(1)	5	$11.00	$55.00
Siris4 Business Server Offsite Storage – 3TB(1)	1	$100.00	$100.00
Hyper V Host	1	$	$ Included
Total			$4,406.25

(1) Datto license and 3TB offsite storage:
Year 1 - $155.00/month
Year 2 and 3 - $260.72/month
Year 4 and 5 - $325.90/month
Year 5 and beyond - $391.08/month