

USER GUIDE
for
New Template
IT Professional Services Agreement
For Staff Augmentation and/or Fixed Price Deliverables



Presented by

NM Department of Information Technology
Enterprise Project Management Office (EPMO)

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The General Services Department State Purchasing Division and the Department of Information Technology (IT) awarded new IT Professional Services (ITPS) Statewide Price Agreements (SWPA). The new ITPS SWPA will replace the old ITPS SWPA that expired on December 8, 2023. The expired ITPS SWPA is no longer a valid purchasing method for entering into new contracts and/or amending existing contracts. These existing contracts executed on or before December 8, 2023, that use the old ITPS SWPA, will still be valid through the term date specified in the contract; amendments to these contracts are not allowed.

In conjunction with the new ITPS SWPA, DoIT has drafted and published the following three new IT Professional Service Agreement (ITPSA) templates for purchasing IT Professional Services which are for exclusive use with the new ITPS SWPA 30-00000-23-00080.

1. ITPSA template for Staff Augmentation and/or Fixed Price Deliverables
2. ITPSA template for Non-certified Staff Augmentation
3. ITPSA template for amendments, used for any changes to the original executed PSA

Please note that the two Information Technology Contract Templates for IT purchases greater than \$60,000 and less than \$60,000 (aka the Large and Small contract templates respectively) and related amendment template will continue to be utilized for all other IT contracts/agreements not using ITPS SWPA 30-00000-23-00080. This includes, but is not limited to, all other procurement and/or purchasing methods such as Sole Source; Request for Proposals (RFP); other Statewide Price Agreements including those for “Cloud Solutions” or based on National Association of State Procurement (NASPO) and General Services Administration (GSA) based agreements

I. Overview

This User Guide is designed to provide Agencies/Procuring Entities with assistance in using the new PSA template for Staff Augmentation and/or Fixed-Price Deliverables. The User Guide includes general information and headers (sections) that are commonly used.

The following template can be used for purchasing IT professional services staff augmentation and/or fixed-priced deliverables that support certified projects and/or non-certified project efforts using the new ITPS SWPAs.

II. Template Instructions:

The following items are highlighted in yellow throughout the ITPSA Staff Augmentation and/or Fixed Price Deliverables agreement template and requires your input:

1. Agreement Number

The agreement number is issued by your Agency’s Administrative Services Division (ASD). Please contact your Agency's Chief Procurement Officer. Please include a unique agreement number **prior** to sending the contract to DoIT EPMO for review.

2. Procuring Entity Name

Add your Agency's name here.

(State Agencies, Boards, Commissions, and/or City and County Agencies)

3. Contractor Name

Add the Contractor's name as it appears on the ITPS SWPA.

4. Statewide Price Agreement Number (SWPA)

Insert the Contractor specific ITPS SWPA number.

It should be **30-00000-23-00080** followed by two letters that correspond to the Contractor specific ITPS SWPA.

5. Compensation

a. There are three options available:

- Choice 1 - Insert the total dollar amount excluding NM Gross Receipt Tax.
- Choice 2 - Insert the total dollar including the NM Gross Receipt Tax.
- Choice 3 - Insert the total dollar including NM Gross Receipt tax with a specific percentage rate applied for GRT.

Please note: Agencies should consult with their Agency's Chief Procurement Officer (CPO) and/or Administrative Services Division (ASD) for the most appropriate option. TIP: If only a portion of the deliverables in Exhibit 1 are taxable, Choice 2 will allow you to indicate that tax is applied without having to cite a specific rate. In this case, specific tax rates can be indicated in the compensation block for each deliverable as applicable/desired.

b. **Retainage:**

- i. Choice 1 – Procuring entity has the option to retain a percentage of any Fixed Price Deliverable as security for the Contractor's full performance of this Agreement. The Procuring Entity will release all amounts retained to the Contractor upon the Procuring Entity's Acceptance of all Deliverables or those Deliverables to which retainage was applied. Retainage will not apply to Staff Augmentation Deliverables.
- ii. Choice 2 – The Parties agree retainage does not apply to this Agreement.

6. Term

This Agreement will become effective and binding only upon the last signature of the State Purchasing Division. The Agreement termination date must be a date equal to the last Deliverable in this ITPS agreement.

Information Technology Professional Services Agreement For Staff Augmentation and/or Fixed Price Deliverables

STATE OF NEW MEXICO

PROFESSIONAL SERVICES AGREEMENT
Agreement No. [ENTER AGREEMENT NUMBER]

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into by and between Procuring Entity, [Insert Procuring Entity Name], and Contractor [Insert Contractor Name] (collectively the "Parties"). This Agreement, and any amendments, shall become effective only when approved by all of the signatories below:

This Agreement: (a) Identifies specific types and quantities of professional services procured by Procuring Entity from Contractor under Statewide Price Agreement No. [Insert SWPA #] (the "SWPA"), pursuant to this agreement; (b) Documents any additional terms and conditions specific to this Agreement in addition to those in the SWPA; and (c) Identifies the Scope of Work, Roles and Responsibilities of the Parties and Deliverables.

1) Compensation

- a. The Total Compensation Amount hereunder will not exceed \$ [Insert Dollar Amount] [CHOICE #1 - excluding New Mexico gross receipts tax] [OR CHOICE #2 - including New Mexico gross receipts tax] [OR CHOICE #3 - including New Mexico gross receipts tax of %GRT is \$ GRT Amount].
- b. Retainage - [CHOICE #1 - Procuring Entity will retain percentage (which is recommended at twenty percent (20%)) of each Deliverable as security for Contractor's full performance of this Agreement. Procuring Entity will release all retained amounts to Contractor upon Procuring Entity's Acceptance of all Deliverables. [OR CHOICE #2 - The Parties agree retainage does not apply to this Agreement].

2) Term

This Agreement will become effective and binding only upon the last signature of the State Purchasing Division. This Agreement will terminate on [Insert Termination Date], unless terminated pursuant to Article 6 of the SWPA. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

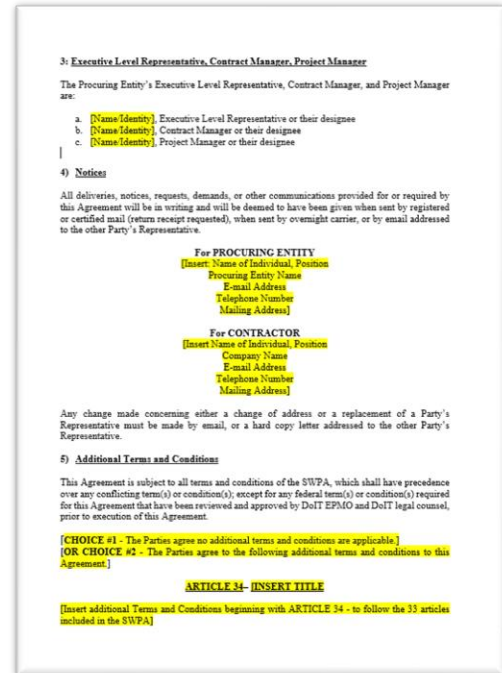
7. Executive Level Representative, Contract Manager, Project Manager

Identify the Executive-Level Representatives (ELR). The ELR is the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity's executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.

The Contract Manager is a qualified person from the Procuring Entity responsible for all aspects of the financial administration of an ITPSA.

The Project Manager is a qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to the closing phase.

If desired, designation of a senior staff member who will delegate this responsibility will minimize the need for a future ITPSA amendment should there be a need to change assignment over the life of the ITPSA.



8. Notices

Notices are for contractual-related notices. All deliveries, notices, requests, demands, or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative. Notices must be addressed to both the Procuring Entity and the Contractor. Any change to the Notice individual or the address must be done in writing to be effective.

The Procuring Entity individual would likely be a member of ASD or the Chief Procurement Officer. The Contractor contact details would be the same as the Contractor's contact information found in Article 28 of the ITPS SWPA.

9. Additional Terms and Conditions

Please note that beside the unique information identified in 1 through 8 above, there are no other Terms and Conditions identified within this agreement template. This is because the vendors that were awarded have previously agreed to all terms and conditions within the ITPS SWPA.

However, Procuring Entities may add additional terms and conditions based on particular circumstances. Any added terms and conditions will require the Procuring Entities to submit a Deviation Memo identifying the additional terms and conditions and explicitly agreed to by the Procuring Entity's legal and to epmo@doit.nm.gov for legal review. The Deviation Memo Template is located on the DoIT website at <https://www.doit.nm.gov/programs/epmo/contract-and-rfp-templates-and-guidance/> directly below the Professional Services Agreements listing.

Examples:

Terms and conditions related to federal funding used for your position or contract.

Terms and conditions related to data classification such as Personally Identifiable Information (PII), Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPPA) and Criminal Justice Information Services (CJIS) or other data classification that mandate specific use or care by the contractor.

If terms and conditions are added, please start with numeric Article 34. This will avoid any conflict with existing terms and conditions contained within the statewide price agreement that drives this contract.

10. Page Intentionally Left Blank

Please leave this page blank and do not delete it. This will ensure that the signature page name blocks remain in the appropriate location for DocuSign processing.



11. Signature Page

No changes to the signature blocks. Please complete as indicated.

Prior to submitting an IT Professional Services Agreement (ITPSA) through formal signatures, the Procuring Entity must submit the draft ITPSA to EPMO at epmo@doit.nm.gov for review.

When the contract is ready for DoIT signature process, please email an editable PDF copy with complete internal agency and TRD signatures to epmo@doit.nm.gov, for signature by the State CIO or if participating, using the DocuSign end-to-end process.

If participating in the DocuSign end-to-end process, the DoIT DocuSign Templates are required to ensure preapproval of EPMO and DoIT's General Counsel prior to the State's CIO's signature. For DoIT DocuSign template support, please contact DoIT Enterprise Support Desk at esignature@doit.nm.gov. Please refer to the instructions for the DocuSign IT Contract End-to-End Signature Routing Instructions Guide, provided on the DoIT website at [Contract & RFP Templates & Guidance - New Mexico Department of Information Technology \(nm.gov\)](#) directly below the Procurement Trainings listing.

Signatures

This Agreement, and the SWPA, set forth the entire agreement between the Parties with respect to its procurement and supersedes all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

Y: _____ Date: _____
[Insert Procuring Entity Cabinet Secretary Name], Cabinet Secretary
[Insert Procuring Entity Name]

Y: _____ Date: _____
[Insert Contractor Name, Title],
[Company Name]

Y: _____ Date: _____
[Insert Procuring Entity CIO Name], Chief Information Officer
[Insert Procuring Entity Name]

Approved for legal sufficiency:

Y: _____ Date: _____
[Insert Procuring Entity General Counsel Name], General Counsel

By: _____ Date: _____
[Insert Procuring Entity Chief Financial Officer Name], Chief Financial Officer
[Insert Procuring Entity Name]

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:

BTIN ID Number: **Enter this number before uploading to DocuSign**

By: _____ Date: _____
Taxation and Revenue Department

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

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978, and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: _____
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: _____

Note:

If you are not sure of the BTIN ID Number (Tax ID Number), it can be found on the signature page of the contractor's ITPS SWPA.

III. Instructions for Exhibit 1- Scope of Work (SOW)

Please note that this section was previously known as Exhibit A - Scope of Work and is now referred to as Exhibit 1- Scope of Work (SOW). The SOW will document the specific tasks, activities, roles, and responsibilities of the contractual obligations between the Procuring Entity and the Contractor to include the following sections:

1. Professional Services Agreement No.

Insert the agreement number issued by your Agency's ASD or Chief Procurement Officer.

2. Purpose

Indicate the project name and follow the instructions. This section briefly describes the work to be performed by the Contractor and includes the project's goals and objectives. If applicable, please enter the Certified Project Name otherwise, this line may be removed.

3. Key Staff, Service, Category(ies) and Negotiated Unit Rate

This is a new section. Please identify:

- **Key Staff and Qualified Personnel** (Specific individual(s) from the contract vendor)
 - Name
 - Title
 - IT Professional Service Category (Located on the ITPS SWPA)
 - Experience Level (Junior Level, Mid-Level, or Senior Level)
- **SWPA Unit Rate** (excluding GRT), This is the hourly rate found on the Unit Rate Price Sheet, Exhibit A of the ITPS SWPA)
- **Negotiated Unit Rate** (excluding GRT), Procuring Entities are strongly encouraged to negotiate the hourly rates. The rate on the ITPS SWPA is the maximum rate, and the negotiated rate(s) shall not exceed the maximum rate.

EXHIBIT 1- Scope of Work

TO PROFESSIONAL SERVICES AGREEMENT NO. [Insert No.]

I. Purpose:

The Purpose of this Agreement is for the Contractor to provide professional services to support [identify project] for Procuring Entity. The goals and objectives for Contractor are: |

[Include a brief narrative that describes the work to be conducted by the Contractor and include the project's goals and objectives. Performance measures and activities are not required, but if being included, do so in this section. If Contractor is being paid to complete the performance measures and activities, they should not be listed here, and they should be listed in Deliverables that include the compensation and ensure that work is being reviewed and accepted by the Procuring Entity. As indicated in the first paragraph of this Agreement, the Scope of Work (SOW) should not use the name or acronym of the agency to refer to the Procuring Entity. Instead, reference should be made only using the term Procuring Entity with both words capitalized. Additionally, the SOW should not use the name or acronym of the Contractor. Instead, reference should be made only using the term Contractor with the first letter capitalized.]

[If applicable, insert Certified Project Name: Name]

II. Service Category(ies) and Negotiated Unit Rates:

Contractor's Key Staff and Qualified Personnel will not be diverted from this Agreement absent Procuring Entity's prior written approval. The Procuring Entity considers the following Key Staff and Qualified Personnel to be mandatory to the work to be performed hereunder and their associated negotiated unit rate applicable to this agreement are as follows:

Key Staff and Qualified Personnel (Include Name/Title, IT Professional Service Category and Experience Level)	SWPA Unit Rate (excluding GRT)	Negotiated Unit Rate (excluding GRT)

4. Deliverables

A variety of deliverables are available for your use. When securing multiple staff augmentation personnel, please separate each skill set under separate deliverables. This will avoid use of multiple billing rates in the compensation block. This will also aid in budget tracking by separating different skill sets as separate line items on the Purchase Order.

Deliverable No 1: Name of the Deliverable

Apply the same name as it appears in the deliverable.

Deliverable Number 2: [Example - Time and Materials] Project Management Services

Deliverable Number 3: [Example] IV&V Initial Assessment

Each deliverable must include the following:

- Deliverable Name:** The IT Professional Service Category and Experience Level; should be the same information as in the Deliverable Number title.
- Due Date:** The start date or upon contract execution through the end date key staff will be working.
- Compensation:** Enter the total compensation amount for this deliverable including or excluding GRT with the option to withhold retainage. To be invoiced based on the frequency determined by the procuring entity (annually, monthly, or quarterly) based on the negotiated unit rates and timesheets approved by the Procuring Entity and submitted by the Contractor on the same periodic basis.
- Task Item:** Provide the name of the tasks starting the Task 1 through however many tasks are needed to accomplish the Deliverable.
- Sub Task:** Provide the name of the subtasks starting with the Sub Tasks 1 through however many subtasks are needed to accomplish the specific Task Item needed to accomplish the Deliverable.
- Description:** Define the contractor’s tasks, subtasks, roles, and responsibilities as it relates to this ITPSA. The contractor’s deliverables must be clearly identified, defined, and

III. Deliverables:

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service delivered by Contractor to Procuring Entity (a "Deliverable") pursuant to this Agreement. At a minimum, Contractor shall produce and deliver each Deliverable. The Parties agree that the Deliverables are the controlling items and that Contractor's primary obligation is to deliver the Deliverables to Procuring Entity according to the following sections.

A. Deliverable Number 1 - [Insert name of deliverable. Name of deliverable here should be the same as the deliverable name in the table.]

Deliverable Name	Due Date	Compensation
[Insert name of deliverable]	[Due dates must be stated to facilitate Procuring Entity and Contractor's efforts to monitor project progress.]	Total Compensation Amount for this deliverable not to exceed \$(Amount), [including GRT/excluding GRT], as applicable, billed pursuant to SWPA Article 3. To be invoiced and paid in full upon Procuring Entity's final review and acceptance. [Less [Percentage]% retainage not to exceed a total percentage amount for this deliverable of \$(Retainage Amount. Amount Payable on Acceptance Not to Exceed \$(Amount) [including GRT/excluding GRT]. OR To be invoiced [annually, monthly, quarterly] based on the negotiated unit rates and timesheets approved by the Procuring Entity and submitted by the Contractor on the same periodic basis.

Task Item	Sub Tasks	Description
[Insert Name of Task 1 or tasks to be performed for each Deliverable]	Sub 1 through however many subtasks are needed to accomplish Task 1, which leads to the	[Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor names should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Entity. Note that Contractor and Procuring Entity are capitalized.] [Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to

2.2 Project Management Plan	<ul style="list-style-type: none"> Contractor will develop and maintain an updated Project Management Plan to include integration, scope, schedule, cost, quality, resources, communication, risk, procurement and stakeholder plans in Microsoft Word format. Contractor's Project Management Plan shall clearly identify process, procedures and plans for completion of project activities. Project Management Plan shall be reviewed and approved by the Procuring Entity.
2.3 Establish Project Governance	<ul style="list-style-type: none"> Contractor will facilitate the development of an Executive Steering Committee (ESC) and Project Steering Committee in collaboration with the Procuring Entity. Provide organizational charts to include participants and illustrate reporting responsibilities. Contractor will provide project team member management.
2.4 Manage Risks and Issues	<ul style="list-style-type: none"> Contractor will develop risk and issues logs, mitigate risks and manage identified issues through communications with ESC and Project Steering Committee.
2.5 Project Documentation	<ul style="list-style-type: none"> Contractor will develop materials required for Project Certification Committee to include certification request form, presentation, project charter, project management plan and any additionally requested information. Contractor will develop materials required for Technical Architecture Review Committee (TARC) to include TARC request form, system design document, security questionnaire, business continuity plan, operations and support plan, any additionally requested information. Contractor will develop monthly project status reports and deliver to Procuring Entity and epmo@dot.nm.gov.
2.6 Review and Acceptance	<ul style="list-style-type: none"> Contractor will provide evidence that all assigned tasks and work products as requested directed by the Procuring Entity or described herein are satisfactorily advancing or complete for final review and acceptance.

C. Deliverable Number 3 - [Example] IV&V Initial Assessment

Deliverable Name	Due Date	Compensation
IV&V Initial Assessment	June 30, 2023	Total Compensation Amount for this deliverable not to exceed \$100,000.00, including GRT, as applicable, billed pursuant to SWPA Article 3. To be invoiced and paid in full upon Procuring Entity's final review and acceptance; less 20% retainage not to exceed a total retainage amount

measurable. The Deliverable(s) must define who is responsible, what are they responsible for, and the criteria that will be used to evaluate that the Deliverable is complete. It is expected that the contractor will produce and maintain work product(s) throughout the term of the agreement.

IV. RESOURCES

You can access all ITPSA templates and training information using the following link:

<https://www.doit.nm.gov/programs/epmo/contract-and-rfp-templates-and-guidance/>.

If you have any questions, please contact a DOIT EPMO Team member at

epmo@doit.nm.gov