"SOLE SOURCE" PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: <u>DAC Clerk's Office</u>

1. Name of product or service: <u>Software Maintenance</u>

2. Name of product manufacturer: <u>GovOS</u>

3. Name of "sole" product supplier or service provider: <u>GovOS</u>

4. Describe in general terms the product/service you are requesting and the intended application.

   Annual software maintenance for our records management software "County Fusion" and our online search software "Cloud Search"

5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.

   The product is ran on county servers and servers maintained by GovOS, GovOS created the software and no other company has the knowledge of the workings of the software. No other company would have access to the GovOS servers or knowledge of the innerworkings of the software. Updates are made by the creators of the software and released, no other company would have access to the updates and licenses.

6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).

   The Clerk's Office are purchasing maintenance on the existing records management software. There is no other company that can provide, updates, licensing, and access to the system for maintenance and fixing issues and mistakes made by clerk staff. This was verified by the company in a sole source letter they provided and by our county IT department. This product was originally procured by Doña Ana County under NMSA 13-1-129, Procurement Under Existing Contracts. San Juan County conducted the original solicitation through an RFP/Bid process. It is in the best interest of the residents of Doña Ana County to continue with the maintenance of the current system rather than invest additional County funds in the purchase of a new product. The costs associated with procurement, implementation, and training for a new system would significantly outweigh the nominal expense of maintaining the existing system.

The amount for software maintenance for our records management software is as follows:

$30,660	*1st year*
$32,193	*2nd year*
$33,802.65	*3rd year*

Total $96,655.65

7.   What product supplier or service provider has your Department used until now to satisfy similar requirements?

The owner of the software has always provided maintenance on the product.

Signature of Department Head   6/6/2025
                                                                  Date

(Attach Quote and Use Additional Sheets As Necessary)
**This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met.
Completing this form does not guarantee approval of this type of procurement.

SOLE SOURCE LETTER

DATE:	3/17/2025
RECIPIENT INFORMATION:	
Name:	Dona Ana County New Mexico Clerk's Office
Address:	845 N. Motel Blvd., Las Cruces, NM 88007
Representative's Name:	**Amanda López Askin, PhD - County Clerk**
Email Address:	amandal@donaanacounty.org
SOLE SOURCE PRODUCT(S):	
Name/Description:	CountyFusion / Cloud Search
Related Services:	☐ Implementation ☐ Training ☒ Maintenance ☒ Customization

RE: SOLE SOURCE VENDOR

To Whom it May Concern:

This letter is to confirm that the products indicated above (whether one or more, referred to herein as the **"Sole Source Products"**) are sole source products, developed, sold and distributed exclusively by GovOS, Inc., a Delaware corporation (**"GovOS"**). No division of GovOS, nor any other organization that GovOS is aware of, makes a similar or directly competing product or provides a substantially similar service, as is more fully detailed below. The Sole Source Products must be purchased directly from GovOS.

The following are the sole source reason(s) for each applicable Sole Source Product:

☐ Short-Term Rental (STR):

- GovOS is the manufacturer, owner, and sole distributor of the Sole Source Products;
- GovOS is the only provider of support and maintenance services for the Sole Source Products;
- GovOS is the only vendor providing the Sole Source Products or similar solution with a SOC 2, Type 2 certification;
- GovOS is the only provider with a direction integration through an application programming interface (API) with a leading marketplace facilitator to permit seamless integration between the Sole Source Products and the marketplace;
- The Sole Source Products provide GovOS's distinct user interface; and
- The Sole Source Products are a copyrighted software program pursuant to 17 U.S.C. 101 et seq.

☐ Vanguard/Cloud Records
- The applicable Sole Source Products uniquely allow remote access capabilities for customer personnel to allow an organization to deliver services remotely either from:
  - Temporary clerk location (back-up site, mobile van); or
  - individual offsite locations (e.g., home office) for remote employees.
- GovOS's proprietary "Cloud Search" application is fully integrated with the applicable Sole Source Products and allows cloud-based public search for records and the ability to electronically certify and deliver copies of records upon demand.
- The applicable Sole Source Products were specifically engineered for the cloud which (to the best of GovOS's knowledge) makes them the only native cloud recording system offered. The applicable Sole Source Products are hosted in a public cloud. The

combination of the native cloud architecture and use of a public cloud affords the applicable Sole Source Products the following unique features:
- o   Ability to take advantage of the public cloud security features;
- o   Automatic scaling to meet increased growth and peak demand;
- o   Public cloud storage offering best in class encryption algorithms; and
- o   Redundancy, including geographic redundancy to prevent against outages at any level of the computing structure to ensure mission-critical system availability levels.

☒ Cloud Search
- •   GovOS is the sole owner, publisher, distributor, servicer, and maintenance provider for the applicable Sole Source Products;
- •   The applicable Sole Source Products are the only search engine fully integrated with GovOS's *"CountyFusion's"* proprietary database design, providing real time transfer of documents from CountyFusion to the applicable Sole Source Products versus relying on *"end of day"* updates;
- •   The applicable Sole Source Products are the only commercially available public records search platforms offering integrated support functionality available 24X7X365 and in multiple languages;
- •   The GovOS *"Property Alert"* capabilities of the applicable Sole Source Products are the only public records property alerting product allowing users to create alerts on a specific legal description of a property;
- •   The applicable Sole Source Products provide GovOS' distinct user interface.

☐ Quicklinks

The applicable Sole Source Products are custom applications developed by GovOS and fully integrated with both its *"CountyFusion"* and other GovOS products such as *"CloudSearch."* The applicable Sole Source Products allow government users to:

- •   Seamlessly integrate with CountyFusion's proprietary database design;
- •   Allows Searchers to Search Index Books, Search for a document, Print Document Pages;
- •   Search of Index Books can be refined by selecting Party Type search criteria that is fully integrated into the CountyFusion. Party Type Search criteria includes the following:
    - o   Grantor
    - o   Grantee
    - o   Grantor/Grantee
    - o   Interested Party Nature of Procedure
    - o   Direct
    - o   Indirect
    - o   Reverse
    - o   Direct/Indirect
    - o   Direct/Reverse
    - o   Plaintiff
    - o   Defendant
    - o   Plaintiff/Defendant
    - o   Decedent
- •   Allows selected document to be presented to searcher. Integrated security, at the county level, ensures unauthorized copying; and
- •   Allows authorized and secure document printing and downloading.

☐ GovOS Online Forms Automation Platform (Studio)

- GovOS is the sole manufacturer and distributor of an online forms automation solution that includes one or more of the applicable Sole Source Products, which solution has been engineered specifically for use government organizations. GovOS offers Sole Source Products solely to government organizations, the intent being to assist them with improving form-based processes, making it unique in the marketplace.

- One of the many core functionalities that sets the applicable Sole Source Products apart from other products is a proprietary patent pending algorithm that converts PDFs into cloud-based versions that can be submitted from any computer or mobile device. These cloud-based forms can be submitted with eSignatures, attachments and payments. Once submitted, the applicable Sole Source Products provide advanced tools to allow customers to process, store, and manage the forms and submissions.

- GovOS is not aware of any other vendor that sells a SaaS based online form solutions specifically catered to government organizations, or another vendor that offers a complete suite of products to assist government organizations with innovating their forms process.

GovOS proposes its proprietary products and services as a sole source offering as we believe no other product offers the unique combination of features available to the Sole Source Products' users.

If you desire additional information, please do not hesitate to contact the undersigned at (833) 563-4533 at any time or visit our website at https://govos.com/. Thank you for your interest in our solutions!

Sincerely,
GovOS, INC.

Josh Stanley, CFO & COO

CountyFusion Renewal
Dona Ana County Clerk, NM

Prepared for:

Amanda Lopez Askin

Dona Ana County Clerk, NM
845 North Motel Boulevard,
Las Cruces, New Mexico, 88007

GovOS

8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

Pricing Summary

Name	QTY	Price
On-Prem - Records Management Solution - CountyFusion / Year 1	1	$30,660.00

First Year Annual Contract Value: $30,660.00

Name	QTY	Price
On-Prem - Records Management Solution - CountyFusion / Year 2	1	$32,193.00

Second Year Annual Contract Value: $32,193.00

Name	QTY	Price
On-Prem - Records Management Solution - CountyFusion / Year 3	1	$33,802.65

Third Year Annual Contract Value: $33,802.65

Additional Comments:

Internet User Fees Revenue Share: Third-party users of GovOS's CloudSearch/CountyFusion solution (which, for the sake of clarity, does not include Customer's internal users) will be charged a per transaction fee in order to obtain a copy of a record (the "***Third Party Fees***"). GovOS shall retain 100% of the Third Party Fees.

Billing Frequency: Annual

Proposal Terms

Expiration of Proposal: Without acceptance of this proposal (this "**Proposal**"), pricing provided herein is good until 2025-06-30.

After said date, if not accepted, this Proposal shall be void.

Defined Terms:

- "**Agreement**" means the Existing Contract, amendments thereto, and the TOU (if applicable related to New Services).

- "**Customer**" means the "Customer" identified below.

- "**Effective Date**" means the date this Proposal is signed by Customer.

- "**Existing Contract**" means the "Master Contract" described below, including amendments thereto.

- "**Existing Services**" means Services provided pursuant to the Existing Contract, which Services are described on the Pricing Summary page.

- "**New Services**" means the Additional Solutions described below (if any), which Services are provided to Customer subject to the TOU.

- "**Predecessor**" means GovOS's predecessor-in-interest that is a party to the Existing Contract.

- "**Services**" means the Existing Services and New Services (if applicable).

- "**Term**" shall mean the term that the Existing Services and/or New Services (as applicable) shall be provided to Customer hereunder.

- "**TOU**" means GovOS's standard terms of use, which can be found at www.govos.com/terms-of-use.

Customer Information

Organization Name	Dona Ana County Clerk, NM
Primary Address	845 North Motel Boulevard Las Cruces, New Mexico, 88007
Primary Contact Name	Amanda Lopez Askin
Primary Contact Email	amanda@donaana.gov

Existing Contract Information

Title of Master Contract:	The title of the Existing Contract or Proposal # is: Addendum for Renewal and Extension Support & Maintenance for CountyFusion Register of Deeds Records Management Solution. *If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU. Additionally, if the Existing Contract does not provide terms associated with the use of the Services, then the TOU shall apply.
Expiration Date of Master Contract:	2025-06-30 (the "**Expiration Date**")
Original Parties (if applicable):	Kofile Technologies, Inc. * If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Contract.
Cooperative Purchasing Contract Description:	N/A. If provided, this Proposal incorporates the terms of such cooperative purchasing contract.

Amendment(s) to Existing Contract

[Yes] Automatic Renewal:	Following the initial term, the Agreement will automatically renew for additional one-year periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.
Contract Extension Period:	Number of Month(s): 36 Beginning the day following the "Expiration Date" indicated above (the "**Extension Period**"). For the sake of providing clarity, the Extension Period will end on 2028-06-30.

Hardware:

If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOs makes no representations and disclaims any and all warranties with respect to such hardware or equipment.

Financial Terms

Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "**Fees**") and are non-refundable once paid.
Payment Terms:	• Fees for the Services provided during initial Term (not including the Fees described below) are due upon acceptance of this Proposal. Unless otherwise indicated on the Pricing Summary page, annual Fees shall be invoiced and pre-paid prior to each anniversary of the Expiration Date. • Per transaction/document/image Fees are invoiced on a monthly basis. • Implementation Fees will be billed upon completion and delivery of the associated Services. All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.
Annual Fee Increase:	Unless otherwise indicated in the table of Fees above (e.g. Fees being provided by year of the Term), on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Agreement lapses and Customer and GovOS agree to reinstate the Agreement, such reinstatement will be subject to a "***Reinstatement Fee***." The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.

Miscellaneous Terms

Piggyback:	During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a **"Piggyback Entity"**) may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.
Modification of Incorporated Documents:	GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.
Conflicting Terms:	In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Existing Contract, then this Proposal shall control.
Purchasing Agent Information:	If a Purchasing Agent is being utilized, insert the Purchasing Agent's name here or insert "n/a" if this Section is not applicable: N/A. By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA. Additionally, if Customer is utilizing a Purchasing Agent, then Purchasing Agent agrees to the following: (1) Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and (2) Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.

Billing Details

Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	Email/Electronic
Preferred Payment Method	Check

Proposal Acceptance

Proposal #:   0061P00000bY7p6QAC

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

Signature of Authorized Representative	Title	Date

GovOS Signature

Signature of Authorized GovOS Representative	Title	Date

Greetings,

Your Sole Source/Emergency Procurement request has been SUCCESSFULLY SUBMITTED and is pending State Purchasing Division approval for posting to the GSD Website. Once approved, you will receive an email notification advising that your request has been posted. Please keep the document number referenced below in a convenient place. You will need this number to search the Sole Source/Emergency website for status updates to your request.

Document Number ID: 50-C0009-25-CP280

For Sole Sources:

In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.

(1) If the parties to the proposed contract change;

(2) if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and

(3) if the contract amount changes.

Please email all inquiries to:GSD.SPDInfo@state.nm.us.

Sincerely,

General Services Department

State Purchasing Division

Thank you for your submission.
The procurement will be reviewed by one of our buyers.
In the future, any amendment to a sole source contract that adds to or changes or impacts in any way any of the terms and conditions listed below (which are set forth in statute, see Section 13-1-126.1. NMSA 1978), the sole source must be reposted for a new, additional 30 day period.
- if the parties to the proposed contract change;
- if the nature and quantity of the service, construction or item of tangible personal property being contracted for, changes; and
- if the contract amount changes.

Print

Agency :	C0009 - DONA ANA COUNTY
Procurement Number :	50-C0009-25-CP280
Next Step :	REVIEW
Uploaded Files :	Sole Source Determination: GovOS_Sole Source_Emergency Submission.pdf
Completed date :	Monday, June 9, 2025 3:27 PM
Completed by :	Michael Perez