



Date: January 13, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life

Via: Henri Hammond-Paul, Community Health and Safety Department Director

From: Kristen Woods, Youth and Family Services Project Manager

Henri Hammond-Paul
HENRI HAMMOND-PAUL (Feb 6, 2025 11:37 MST)

Subject: Pallet PBC Amendment

KRISTEN WOODS

Vendor Name: Pallet PBC

Vendor Number: 9676

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Contract Item# 23-0350 with Pallet PBC in the Total Amount of \$1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026 (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Action Requested: Approve Contract Amendment for Pallet PBC

BACKGROUND AND SUMMARY:

Pallet PBC has been providing shelter units and facilities at the Safe Outdoor Space at Christ Lutheran Church since it opened. They will be providing units for three new shelters in Santa Fe. The Contract is being amended in order to adjust for price increases from the Pallet PBC organization and allow us to provide safe, high-quality shelters to our neighbors in need.

PROCUREMENT METHOD:

ITB # 23/43/B

Chief Procurement Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3204087

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Buildings & Structures >\$5k/ 570400

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: NA _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Keep only those that pertain and delete the rest (including this message)

Vendor's Quote

Certificate of Liability Insurance

Professional/General Services Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0350**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Pallet PBC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with shelter units.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is replaced in its entirety so that Article 3, reads as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable Item:	Price
1 S2 Sleeper - 70sf	\$ 15,900.00
2 Electrical Hook Up Kit w/ Integrated Heater	\$ 635.00
3 Air Conditioner Install Kit -8000 BTU	\$ 600.00
4 Twin XL Bed	\$ 150.00
5 Twin XL Mattress	\$ 350.00
6 Assembly Services- Prevailing Wage	\$ 1,100.00

CoSF Version 4 12.20.2023

7	Shipping and Handling	\$	1,050.00
8	Digital Door Lock	\$	135.00
9	Desk	\$	335.00

There shall be a 5% pricing increase on each new fiscal year of this contract, on July 1.

The total compensation under this Agreement shall not exceed one million four hundred and sixty-six thousand and one hundred dollars (\$1,466,100.00) including New Mexico gross receipts tax.

2. TERM:

Article 5 is amended to extend the term by one (1) year so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. NOTIFICATIONS:

Article 43 of the Contract is amended to modify the City contact so that the City written notification address in

Article 43 reads as follows:

To the City:

Youth and Families Division
 Kristen Woods
 119 Marcy St., Suite 101, Santa Fe, NM 87501
 (505) 955-6913
 krwoods@santafenm.gov

4. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, Mayor

CONTRACTOR:

Pallet PBC

Brian Henn

Brian Henn, CFO

DATE: _____

DATE: Jan 3, 2025

New Mexico Business
Tax Identification Number: 03-620173-00-1

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Rm

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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ENDORSEMENT FORM TO FOLLOW FROM CARRIER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person Or Organization:
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph H. **Other Insurance of Section IV - Conditions:**

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:
 - a. Is identified as an additional insured in the "underlying insurance";
 - b. Is a Named Insured under such other insurance; and
 - c. Has agreed with you in a written contract or agreement that:
 - (1) Is signed and effective prior to an "occurrence" to which this insurance applies;
 - (2) This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs 1.a. and 1.b. above;
 - (3) Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and

- (4) Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.
2. This condition does not apply to:
 - a. Other insurance, not included in Paragraph 1. above, that may be available to the designated person or organization outside of your written contract or agreement; or
 - b. Liability which:
 - (1) May attach to the designated person or organization and is not assumed by your written contract or agreement; or
 - (2) Is assumed by the designated person or organization under any other written contract assuming the obligations of another.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

License Type: Business License - Renewable

Issued Date: May 23, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: May 23, 2025

Fees Paid: \$10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Item# **23-0350**
Munis Contract# 3204087

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Emergency Shelter Units

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Pallet PBC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Pallet PBC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The contractor shall provide up to 100, rapidly deployable, scalable shelter units made of durable materials (fiberglass-reinforced composite or similar) appropriate for the subtropical highland climate of Santa Fe, NM (35.6870 N, 105.9378 W). Individual units will be single story, have a minimum square footage of 64 sq ft. and a maximum of 100 sq. ft., shall be equipped with shelving; fire safety equipment, including an emergency escape hatch that functions like a simple door lever or panic bar that is not lockable from the exterior, and shall be adaptable for ADA compliance. All individual units shall have the following specifications and accessories: 120-volt electrical hookup, integrated heater unit, integrated air conditioning unit, integrated collapsible bunk beds, and custom fit mattress pads. Delivery and onsite assembly at locations within city limits approved for this use by the city's Land Use Department, Fire Marshal, and all other relevant authorities shall be included.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Shelter 64sqf 1.5" Insulated	100	\$9,995.00

02 Electrical Hook Up Kit w/Integrated Heater	100	\$1,799.00
03 Air Conditioner Install Kit – Shelter 64	100	\$ 399.00
04 Folding Bunk Bed	100	\$ 349.00
05 Custom Fit Mattress Pad	100	\$ 299.00
06 Assembly Services-Prevailing Wage	100	\$1,025.00
07 Shipping and Handling	100	\$ 795.00

The total compensation under this Agreement shall not exceed \$1,466,100.00 [one million four hundred and sixty-six thousand and one hundred dollars] [including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice: City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for goods already manufactured and/or acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND**

DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

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

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours

and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice of termination or amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement: Merger**

This Agreement incorporates all the agreements, covenants, and understandings between

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the negligent acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

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

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon

which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice to suspend, delay, or interrupt the work.

41. Shipment of Products.

The City will agree to a no-later-than ship date in each Purchase Order issued pursuant to this agreement. If any shipment or delivery of contracted goods is delayed at City's request or due to the City's inability to take possession of the contracted good, risk of loss shall pass to City on the agreed up on ship date. In addition to the foregoing, Contractor shall have the right to: (i) invoice the City for the Purchase Price of such goods, and such invoice shall be due within 30 days of receipt; (ii) store the good at a location acceptable to Contractor, and charge the City all costs and expenses associated with such storage and with transport to such storage site, FOB Contractor's factory, which City shall promptly reimburse to Contractor upon receipt an invoice for the same; and/or (iii) require the City to arrange for and cover all costs and expenses related to the shipment of the goods from the applicable storage location to the Project Site, all transport FOB Contractor's factory.

42. City's Duties.

(a) While Contractor will assemble the shelters, it shall have no responsibility any services not expressly set forth herein, including site grading, shelter leveling, electrical or plumbing connections, or staking units to the ground. The City shall have the responsibility to provide: (i) site grading with all sleeping shelter installation surfaces within 1" of level; (ii) a site map clearly indicating the location and placement of each shelter, including the direction the

shelter should be facing; (iii) a suitable forklift with lifting capacity of at least 6,000 pounds and 6-foot forks; (iv) a secure worksite with onsite security for the duration of the assembly and appropriate warnings for any non-obvious dangers, e.g., unmarked open trenches; (v) access to an appropriate dumpster for refuse; (vi) access to an onsite bathroom compliant with OSHA. The City shall provide a licensed electrician to perform electrical hook-ups. The City understands and agrees that failure to perform any of these conditions prior to Contractor's arrival to assemble shelters may result in a change order reflecting lost time for the period of delay at a rate of \$85 per hour per Contractor employee on site.

(b) While Contractor will provide the Products and Services set forth herein, the City shall be solely and exclusively responsible and liable for: (i) ensuring that all transactions, documents and operations in connection with these Terms, including, without limitation, all operations at the Project Site, are in compliance with all applicable Laws; (ii) procuring and maintaining all applicable permits, certifications, licenses and approvals necessary under all applicable Laws for the delivery and use of all Products and performance of all Services, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing; (iii) cleaning and maintaining the Products, including, without limitation, by following all user manuals, cleaning instructions and Product manuals provided by Contractor to the City; (iv) ensuring the safety of the Products (including, without limitation, protecting, monitoring and maintaining all fire extinguishers, smoke detectors, electrical panels, keys, door locks, door handles and entrances to the Shelters), the Product's end users and residents and the Project Site after the completion of the applicable Services; and (v) to the extent the City uses its own Representatives to perform any assembly or installation of any Products, the acts, errors, omissions, negligence or misconduct of the City and its Representatives in connection herewith.

(c) The City acknowledges and agrees that it has received and reviewed Contractor's Village Dignity Standards in the form attached hereto as Exhibit 1 (the "Dignity Standards"). The City agrees that it shall use its reasonable best efforts acting in good faith to comply with, and cause its employees, agents, contractors, volunteers, Project Site managers and service providers (collectively, "Representatives") to comply with, the Dignity Standards for the Project Site and in connection with its use, maintenance and safety of the Products. The City shall be primarily responsible and liable for any of its Representatives' adherence to the Dignity Standards in accordance with the terms herein. The City represents and warrants that it has sufficient resources to comply with and adhere to the Dignity Standards and shall maintain sufficient resources at all times while it owns or licenses the Products to comply with the Dignity Standards. The City acknowledges that its duties and obligations within this Section are a material inducement for Contractor to enter into these Terms, and that any failure by the City or its Representatives to adhere to the provisions in this Section shall constitute a material breach of these Terms. The City acknowledges and agrees that Contractor shall have all rights and remedies under these Terms, and at law and in equity. The terms and conditions of this Section shall survive the delivery of the Products or any earlier termination or expiration of these Terms. The City acknowledges and agrees that Contractor shall not be liable for any failure by the City to comply with the Dignity Standards in whole or in part.

43. **Notification**

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

To the City:

Office of Emergency Management
Kyle Morgan
1600 Saint Michaels Dr. Bldg #2. Santa Fe, NM 87505
505-955-6704
klmorgan@santafenm.gov

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

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

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

44. **Succession**

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

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

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE: Jun 2, 2023

CONTRACTOR:

Pallet PBC

DocuSigned by:



SAMMI ANDERSON,
VICE PRESIDENT & SECRETARY

DATE: 5/9/2023

CRS# 03620173001

Registration# 235063

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (May 9, 2023 16:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jun 1, 2023 23:27 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.570400

Org.Name/Org.#



Exhibit 1 PALLET VILLAGE DIGNITY STANDARDS

INHERENT & ABSOLUTE

Pallet's mission is to end unsheltered homelessness. Pallet villages are operated by community partners who collaborate with village residents to end their unhoused status, while transitioning into stable housing as quickly as possible. Villages provide life-sustaining services in a manner that fosters a safe, affirming, and dignified atmosphere for all residents. Discrimination or disparate treatment toward village residents on the basis of race, religion, national origin, immigration status, gender or nongender conforming, sexual orientation, or any other protected class is strictly prohibited.

At Pallet, we believe in all people's inherent and absolute dignity. Guided by feedback from village operators and Pallet team members with lived-experience, we have created a set of dignity standards intended as universal and irreducible requirements for the purchase and use of Pallet shelters. These are organic principles intended to evolve and refine as we learn more about what works best.

HYGIENE FACILITIES

Everyone is entitled to hygiene and sanitation that is clean, safe, secure, and that provides privacy and ensures dignity. Well-maintained toilets are mandatory at all Villages and must be available at all times. Flush toilets are strongly preferred, especially as the number of residents increases. Well-maintained hand-washing facilities are mandatory and must be available at all times. Residents must have access to showers. Showers on site are preferred. An alternative shower plan is acceptable assuming reasonable distance and safety. Residents must be able to wash their clothes as needed. Laundry on site is preferred. An alternative laundry plan is acceptable assuming reasonable distance and safety.

MEALS

All people should live free of hunger, food insecurity, and malnutrition and Villages are required to confront and solve for these issues. Clean, safe drinking water must be available to all residents at all times. The provision of two-to-three nutritious meals daily and a place to prepare meals is strongly preferred. Operators should ensure that all areas used for food storage or preparation are kept sanitary and comply with local health codes. When needed, residents should be aided in signing up for food based government benefits upon moving in.

TRANSPORTATION

Access to essential services is a basic human right. Villages must not be more than one mile from an active public transportation hub allowing access to essential services such as food, healthcare, public benefits, and employment. Where not possible, shuttle services or other alternative transportation must be provided. Accommodations should be made for disabled persons who are unable to access general means of transportation.

SAFETY

We all want to feel safe in our neighborhoods. Residents, staff, and the surrounding communities should be afforded every available measure of safety and security. Site infrastructure must include exterior fencing, locking gate/monitored entrances, and operable lighting. Cabin spacing must be approved by the local fire authority, addressing the risk of fire and its potential to spread. Village operators must maintain and ensure clear pathways between and in each cabin. Operators must enforce a strict policy against smoking or open flames inside cabins. Operators must have sufficient staff on duty at all times and enforce established safety measures. Staff with de-escalation and trauma-informed training is strongly preferred. A zero-tolerance policy toward violence, abuse of power, threats/intimidation, sexual harassment/assault, or discrimination of any kind is mandatory for all persons at the village.

SUPPORTIVE SERVICES

The primary function of villages is to provide a supportive, safe community for residents to access services needed to permanently end their unhoused status. Village operators must engage residents in supportive services/case management. Supportive services must be client-centric with an emphasis on attaining stable housing, publicly available benefits, holistic health care, vital documents, and employment. Case management should be frequent, consistent, and transparent. It must be offered by trained staff.

CITY OF SANTA FE
PURCHASING OFFICE
 200 Lincoln Ave Room 122 Santa Fe, NM 87505
 JoAnn Lovato, Interim CPO

DATE: 1/16/2023 3:00PM		(A)	(A1)	(A2)	(A3)	(A4)	(A5)	(A6)	(A7)	(A8)	(A9)	(A10)	(A11)
ITB # 2343/B Emergency Shelter Units		Guardian Booth	Guardian Booth	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply	Fire Alarm Fire Supply
BID NUMBER: 2343/B		UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM
PREPARED BY: JoAnn Lovato													
ITEM & DESCRIPTION													
Unit	Approx. QTY												
1	100	\$15,000.00	\$15,000.00	\$11,051.52	\$11,051.52	\$1,948.48	\$1,948.48	\$11,051.52	\$11,051.52	\$1,948.48	\$1,948.48	\$11,051.52	\$11,051.52
1	100	Included	Included	\$728.00	\$728.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
1	100	\$850.00	\$85,000.00	Included	Included	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
1	100	\$2,059.99	\$205,999.00	\$6,451.87	\$645,187.00	\$1,259.00	\$1,259.00	\$1,259.00	\$1,259.00	\$1,259.00	\$1,259.00	\$1,259.00	\$1,259.00
1	100	\$1,400.00	\$140,000.00	\$350.00	\$35,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00	\$1,400.00	\$140,000.00
1	100	Included	Included	Included	Included	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00
1	100	Included	Included	\$2,000.00	\$200,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00	\$350.00	\$35,000.00
1	1	Included	Included	\$28,000.00	\$28,000.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00	\$480.00
		\$15,150.00	\$1,915,999.00	\$42,000.00	\$42,000.00	\$12,051.52	\$12,051.52	\$12,051.52	\$12,051.52	\$12,051.52	\$12,051.52	\$12,051.52	\$12,051.52

Witness: *[Signature]* Time: 10:30 am
 Witness: *[Signature]* Time: 10:30A

Date: 2.1.23
 Date: 2/1/23

Original Bid to be used for 2023 Emergency Shelter Units
 for Custom Fire Alarm & Fire Supply
 For the City of Santa Fe, NM



January 17, 2023

JoAnn Lovato
Interim Chief Procurement Officer
City of Santa Fe
purchasing_ITB@santafenm.gov

Ms. Lovato,

I am writing as an authorized representative of Pallet, which is a Public Benefit Company and fair chance employer. We are interested in being the Manufacturer and Supplier for the City of Santa Fe's ITB opportunity for manufacturing and assembling up to 100 single occupancy emergency shelter units.

Pallet is the national leader in rapid-response shelter villages. We are "Buy America" compliant and exclusively manufacture in the U.S. Our unique and patented shelters (US Patent #10,260,228 B2) are the only known shelters on the market that can be put together quickly with minimal tools required and are made 100% of inorganic material -making them mold, mildew and rot resistant. Additionally, our shelters come with R-value 7.5 insulation, climate control appropriate for Santa Fe temperatures, 120-volt electrical connections, shelving, integrated bed platforms, and fire safety equipment like an emergency escape hatch, making our shelters the only know turn-key solution.

Pallet has manufactured, delivered and set up villages of the same scale requested by the City of Santa Fe, as well as at larger scales, 100 times working with 76 municipalities in the process. To see some examples, refer to the impact reports and product drawings in the Appendix.

I, Sammi Anderson, have the authority to discuss with the City of Santa Fe and to execute on behalf of Pallet any agreement that may result from the bid. I or Elizabeth Rugg may be contacted during the period of proposal evaluation.

We attest that all information submitted with the proposal is true and correct.

Pallet Authorized Signer Name: Sammi Anderson, Vice President & Secretary

DocuSigned by:
A handwritten signature in black ink that reads "Sammi Anderson".
Date: January 17, 2023

City of Santa Fe

Invitation to Bid

Title: Emergency Shelter Units

ITB # 23/43/B

NIGP Commodity Code: 15580, 15586, 91069, 95237

Bid Due Date and Time: January 18, 2023 at 3:00 p.m. (MST/MDT)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: <u>Pallet PBC</u>	Address: <u>1930 Merrill Creek Parkway</u>
dba (if applicable): _____	<u>Suite A</u>
Co. Email: <u>elizabeth@palletshelter.com</u>	<u>Everett, WA 98203</u>
Co. Phone No.: <u>425-610-3634</u>	_____
NM Gross Receipts Tax # (CRS) _____	Federal Tax ID # <u>82-1516722</u>

Payment terms: Net 30 (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder's Delivery: _____ (May be considered in the award)

Minimum lead times from PO to delivery are as follows: 4 weeks for 1-50 shelters, 6 weeks for 51-100 shelters, 8 weeks for 100+ shelters. There will be a no-later-than-ship-date of 6 months after issuance of a PO. Within that time frame established between the aforementioned lead time and the no-later-than-ship-date, Pallet can modify shipping and assembly dates at the request of the customer.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. 1 Dated: 01/04/23 Amendment No. _____ Dated: _____

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest Yes financial interest

DocuSigned by:

 Authorized Signature: _____
 Signatory Email: sammi@palletshelter.com

Print or type name: Sammi Anderson
 Phone No: 801.694.9773



Created Date 1/17/2023

Quote Number 00001114

Company Address 1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203
USA

Expiration Date 1/31/2023

Contact Name JoAnn Lovato

Bill To Name City of Santa Fe, NM

Ship To Name Office of Emergency Management Attn: Kyle Morgan

Ship To 1600 Saint Michaels Drive
Santa Fe, NM 87505
United States

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF 1.5" Insulated	\$9,995.00	100.00	\$999,500.00
Electrical Hookup Kit including electrical disconnect w/ integrated heater	\$1,799.00	100.00	\$179,900.00
Air Conditioner and Install Kit - Shelter 64	\$399.00	100.00	\$39,900.00
Folding Bunk Bed	\$349.00	100.00	\$34,900.00
Custom Fit Mattress Pad	\$299.00	100.00	\$29,900.00
Assembly Services - Prevailing Wage	\$1,025.00	100.00	\$102,500.00

Subtotal \$1,386,600.00
Shipping and Handling \$79,500.00
Grand Total \$1,466,100.00

Notes

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD

6 Months of Safe Stay Success

The City of Vancouver opened its first Safe Stay Community located at **11400 NE 51st Circle** on city-owned property, on Dec. 23, 2021. More than six months later, it continues to provide the most vulnerable in our community with comfortable, dry and secure surroundings where they have access to high-quality, compassionate life-saving and social services while they work to transition out of homelessness.

Safe Stay Community staff work with partner agencies to facilitate residents' transition out of homelessness. **74 referrals** have been made to partner agencies for services that include medical care, mental health check-ins, education, employment, housing, pet care, Social Security and other benefits such as nutrition assistance.

46 PEOPLE SERVED, INCLUDING:

- 30** MALES
- 16** FEMALES
- 6** COUPLES





MOST RESIDENTS ARE BETWEEN 24-54 YEARS OLD

AGE	# SERVED
18-24	2
25-34	12
35-44	16
45-54	9
55-61	5
62+	2

HOUSING ASSISTANCE

- 14** SUCCESSFUL TRANSITIONS TO HOUSING 
- 10** WORKING WITH CASE MANAGER TO OBTAIN HOUSING
- 40** HOUSING ASSESSMENTS COMPLETED
- 11** NEGATIVE EXITS FROM PROGRAM

EDUCATION, EMPLOYMENT, HEALTH AND WELLNESS

- 126** ACCESSED LOCAL TRANSIT SUPPORT
- 25** OBTAINED MONTHLY YMCA MEMBERSHIPS
- 16** OBTAINED IDENTIFICATION CARDS
- 1** OBTAINED HIGH SCHOOL DIPLOMA 
- 11** SECURED EMPLOYMENT
- 32** ACCESSED HEALTHCARE (PHYSICAL, MENTAL, BEHAVIORAL) 
- 13** RECEIVED SUBSTANCE USE DISORDER EVALUATIONS
- 6** ACCESSED DETOX SERVICES
- 36** ACCESSED LAUNDRY SERVICES



S-1

Changing Lives, One Stay and One Day at a Time

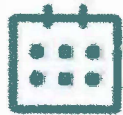
The Safe Stay Communities are helping turn lives around. They are another one of the City's solutions to help end homelessness; an immediate, compassionate alternative for people living on our streets so they can move toward gaining employment and living indoors again. And some people are doing just that. People like Michael Eddy and Wesley Roseberry. **Scan the QR code to watch their story.**



Providing a Sense of Community

130

AVERAGE LENGTH OF STAY PRIOR TO SECURING HOUSING, IN **DAYS**



4

COMMUNITY EVENTS HELD

Garden Seed Exchange, Art Groups, Music Gatherings, Resource and Service Discussions

20

COMMUNITY MEETINGS HELD



5 

COMMUNITY PARTNERSHIPS FOR RESIDENT EMPLOYMENT OPPORTUNITIES

Including Talkin' Trash, YMCA and Outsiders Inn



A Safer Safe Stay

Prior to opening the City's first Safe Stay Community, the property located at 11400 NE 51st Circle was the site of a sizeable homeless encampment. Since the Safe Stay Community opened, the number of calls to police for service and officer-initiated activity within a 500 foot radius of the address, has dropped **30 percent** over the same time period (January-June) compared to 2021.



Of the other Fire/EMS-related calls for service within the same radius, the percentage responding specifically to 11400 NE 51st Circle dropped from 15.6% to **6%** of the total.

CALLS FOR FIRE/EMS (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JANUARY-JUNE 2021



JANUARY-JUNE 2022



CALLS FOR POLICE (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021 JAN.-JUNE 2022



OFFICER-INITIATED VISITS (500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.-JUNE 2021 JAN.-JUNE 2022



30% REDUCTION IN POLICE CALLS AND OFFICER-INITIATED VISITS

NOTABLE CALL REDUCTIONS

JAN.-JUNE 2021	ACTIVITY	JAN-JUNE 2022
5	DRUG/NARCOTIC VIOLATION	0
16	MEDICAL/WELFARE CHECK	4
11	DISTURBANCE	5
5	THEFT	2

SCAN THE QR CODE FOR A COMPLETE BREAKDOWN OF CALLS



Exhibit 1

PALLET VILLAGE DIGNITY STANDARDS

INHERENT & ABSOLUTE

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City of Santa Fe, New Mexico

Memorandum



DATE: May 05, 2023

TO: Mayor Alan Webber and City Council
Finance, Quality of Life and Public Works Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director *KO*

FROM: Brian Williams, Emergency Management Director *BW*
Julie Sanchez, Youth and Family Services Division Director *jjs*

ITEM AND ISSUE:

Request for Approval of a General Services Contract with Pallet PBC, ITB #23-43-B for the purchase of up to 100 emergency shelter units, in an amount not to exceed \$1,466,100.00, including NMGRT, over two years. (Kyra Ochoa, Community Health and Safety Department Director, kochoa@santafenm.gov (505) 955-6603; Brian Williams, Emergency Management Director, bgwilliams@santafenm.gov (505)955-6537; Julie Sanchez, Youth and Family Services Division Director jjsanchez@santafenm.gov (505) 955-6678)

BACKGROUND AND SUMMARY:

In response to Resolution no. 2023-16, A Citywide Response to Provide Pathways to Permanent Housing for Homeless Individuals, the Community Health and Safety Department's Emergency Management and Youth and Family Services Divisions would like to enter a contract with Pallet PBC allowing for the purchase of modular cabins. These units can be quickly deployed and are a safe, effective option to get people on a pathway out of homelessness. The cabins are also a valuable asset to have available for providing non-congregated shelter to community members that may be displaced by a future disaster.

Providing emergency shelter for homeless individuals is a humanitarian concern and an important aspect of ensuring the well-being and dignity of every individual. Homeless individuals are at a higher risk for health and safety issues, such as exposure to harsh weather conditions and increased vulnerability to violence. By providing emergency shelters, the city can ensure the health and safety of its residents, which can save money in the long run by reducing the burden on public services that homeless individuals may frequently utilize.

These types of shelters can be quickly deployed with minimal setup in a variety of settings following a disaster. They can serve as emergency housing for individuals displaced from their homes due to flood or fire, or as temporary employee housing for relief workers, allowing them to stay close to their work sites. They may also serve as emergency housing for a sudden influx of refugees should the situation arise.

The cabins are appropriately insulated for our climate with each containing heating and cooling options, storage, and a collapsible bunk for increased space during non-sleeping hours. All units have a lockable front door in addition to a secondary emergency escape hatch on the rear of the unit. All units contain a smoke detector, carbon monoxide detector, and a fire extinguisher for occupant safety.

The contract will allow for purchasing up to 100 units over 2 years at a total of \$1,466,100. The city intends to make an initial investment in 25 units as part of a pilot "Safe Outdoor Space". The agreement will allow for flexibility to purchase an additional 75 units over two years, should project success and operator capacity be demonstrated or another emergency need arise. The Office of Emergency Management in

partnership with the Youth and Family Services Division plans to make an initial investment in 25 units at a total of \$366,525.00.

CONTRACT NUMBER:

The FY23 Munis Contract number is 3204087

PROCUREMENT METHOD:

The Office of Emergency Management did an Invitation to Bid (ITB) 23-43-B, for emergency shelter units, the city received 4 bids and Pallet PBC was selected as the low bidder.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: 240

Munis Org Name/Number: 2400122 (Health and Human Services)

Munis Obj Name/Number: 570400 (Building & Structures >\$5k)

ACTION REQUESTED:

The Community Health and Safety Department, Office of Emergency Management and Youth and Family Services Division requests your review and approval of the general services agreement with Pallet PBC.

Signature: Brian Williams
Brian Williams (May 3, 2023 1:56 MDT)
Email: bgwilliams@santafenm.gov

Signature: Krochoa
Krochoa (May 4, 2023 11:05 MDT)
Email: krochoa@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pallet, PBC

Procurement Title: ITB #23/43/B Emergency Shelter Units

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Comm. Health and Safety Staff Name Kyle Morgan

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Kyle Morgan, Emergency Management Specialist 05/08/2023

Department Rep Printed Name (attesting that all information included) Title Date

[Signature] Contract Supervisor 5/10/23
Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204087

Contractor: Pallet, PBC

Description: General Services Contract to purchase 100 modular cabins over 2 years

Contract Agreement Lease / Rent Amendment

Term Start Date: when signed Term End Date: 06-30-2024

Approved by Council Date: _____

Contract / Lease: General Services Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: ITB # 23-43-B

[Signature]
Purchasing Officer Review:

5/10/23
Date:

Comment & Exceptions: _____

4. Funding Source: Health and Human Services Fund/Bldg & Structures Org / Object: 2400122.570400

[Signature]
Budget Officer Approval:

5/10/23
Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Kyle Morgan, Emergency Management Specialist Phone #: 505-955-6704

Email: klmorgan@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

Issued Date: April 28, 2023

Expiration Date: April 28, 2024

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

