

## The Purchasing Memo

**Date:** July 28, 2025

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**From:** Sten Johnson, Assistant Fire Chief <sup>sj</sup>

**Via:** Brian Moya, Fire Chief BM  
BM

**Subject:** Fire Fighter Physicals

**Vendor Name:** Life Extension Clinics, Inc. dba Life Scan Wellness Centers

**Munis Vendor Number:** 7906

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### ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a professional services contract in the total amount of \$601,453.00 for firefighter physicals for a term of four years with Life Extension Clinics, Inc. dba Life Scan Wellness Centers:

FY 2026	\$150,363.25	(\$139,000.00 + New Mexico gross receipts tax \$11,363.25)
FY 2027	\$150,363.25	(\$139,000.00 + New Mexico gross receipts tax \$11,363.25)
FY 2028	\$150,363.25	(\$139,000.00 + New Mexico gross receipts tax \$11,363.25)
FY 2029	\$150,363.25	(\$139,000.00 + New Mexico gross receipts tax \$11,363.25)

### CONTRACT NUMBER:

The FY26 Munis contract number is 3260064.

### BACKGROUND AND SUMMARY:

The objective of the resultant contract is to implement a consistent, National First Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** Fire Administration/1002001

**Munis Object Name/Number:** Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins Date: 07/30/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The total compensation of this contract is \$601,453.00 including gross receipts tax and expenses.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 07/30/2025

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

Horizons declination

CPO Service Determination Email

Procurement document: RFP

Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Certificate of Liability Insurance (COI)

Professional Services Contract

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

The objective of the resultant contract is to implement a consistent, National First Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

1. The physical examinations conducted by the contractor must adhere to the following standards:
  - a. United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
  - b. National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
  - c. United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.
2. The contractor shall be able to provide onsite services, including all services required in the resultant contract.
3. The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily

scheduling for annual physicals and all follow-ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals as coordinated with the Health and Safety Officer of each calendar year.

4. Each firefighter annual physical shall consist of the following components:
  - a. Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
    - i. **Blood Testing {1582-18, 7.7.1}**- Blood tests shall be performed annually and will include the following:
      1. CBC with differential, RBC indices and morphology and platelet count.
      2. Electrolytes (N, K, Cl, HCO<sub>3</sub> or CO<sub>2</sub>).
      3. Renal function (BUN, creatinine).
      4. Glucose.
      5. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
      6. Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
      7. Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
      8. Thyroid function; TSH & free T4.
      9. The following additional tests can be offered as agreed between both party's on a year-to-year basis:
        - o Vitamin D
        - o Cortisol
        - o Progesterone (female option)
        - o Estrone (E1) (female option)
        - o Estradiol (E2) (female option)
        - o Testosterone
    - ii. **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
      1. Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
      2. Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
      3. Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
      4. Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
      5. Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
      6. Hepatitis A vaccine

7. Varicella vaccine - offered to all non-immune personnel
8. Influenza vaccine - offered to all personnel annually.
9. HIV screening - available to personnel upon their request.

**iii. Heavy Metal Evaluation (1582-18, 7.7.12)**

1. 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
2. 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.

**iv. Urine Laboratory Testing (1582-18, 7.7.2)-** Urine lab tests required shall be performed annually and include the following:

1. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
2. Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
3. Analysis for occupational chemical exposure if indicated

**v. Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

1. 500 Hz
2. 1000 Hz
3. 2000 Hz
4. 3000 Hz
5. 4000 Hz
6. 6000 Hz
7. 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.

**vi. Vision Testing.** Ishihara, color and depth perception.

**vii. Electrocardiograms (ECGs) (1582-18, 7.7.6)**

1. 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.
2. 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

**viii. Spirometry (1582-18, 7.7.4)** Pulmonary function testing shall be conducted annually to measure the following components:

1. Forced vital capacity (FVC).
2. Forced expiratory volume in 1.0 seconds (FEV1).
3. FVC and FEV1 ratio.

**ix. Cancer Screenings (1582-18, 7.7.13 through 7.7.20)**

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with firefighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

1. Carotid arteries
2. Echocardiogram (heart with function)
3. Aorta and aortic valves
4. Thyroid
5. Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
6. Bladder
7. Testicular and prostate - Men
8. Ovaries and uterus - Women

**x. Physical Exam and Consultation (1582-18, 7.6)** The annual physical examination shall include each of the following components:

1. Vital signs
2. Head, eyes, ears, nose and throat (HEENT)
3. Neck
4. Cardiovascular
5. Pulmonary
6. Breast
7. GI
8. Genitourinary
9. Hernia
10. Lymph nodes
11. Neurological
12. Musculoskeletal
13. Skin (including cancer screening).
14. Vision

**xi. Chest Radiograph (1582-18, 7.7.5)** Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

**xii. Medical Record Keeping (1582-18, 4.1.13)**

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This database shall include any follow-up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

**xiii. Reporting and Contractor Responsibilities (1582-18, 4.2)**

- a. The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The SFFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- b. Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.
- c. Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- d. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.
- e. Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential tasks.
- f. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

- g. Provide SFFD with written medical clearance for everyone to perform emergency response service in compliance with NFPA 1582-18.
- h. Provide SFFD with written respiratory protection clearance for everyone to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
- i. Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to health screening for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

## 3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of six hundred sixty five dollars (\$665.00) per physical, such compensation not to exceed one hundred thirty nine thousand dollars, (\$139,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$11,363.25 shall be paid by the City to the Contractor at the rate of 8.1875%. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$150,363.25**

B. Payment. The total compensation under this Agreement shall not exceed [\$139,000.00] excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### 4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

#### 5. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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) 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 6, "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 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.**

#### 6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its 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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

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

**12. Product of Service – Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this

Article were erroneous on the effective date of this Contract 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 Article were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

#### **14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Merger**

This Contract 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 contract.

All terms and conditions of the RFP 25160 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

#### **17. Penalties for violation of law**

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

#### **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Contract. If

Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

**20. 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 Contract may be terminated by the City.

**21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

**22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

### **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

### **24. Indemnification**

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

### **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

### **26. Invalid Term or Condition**

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

### **27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

### **28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Sten Johnson, Assistant Fire Chief, PO Box 909, Santa Fe, NM 87504,  
[sajohnson@santafenm.gov](mailto:sajohnson@santafenm.gov)

To the Contractor: Todd LeDuc, CEO, 1011 North MacDill Avenue, Tampa, FL 33607,  
[todd.leduc@lifescanwellness.com](mailto:todd.leduc@lifescanwellness.com)

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

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

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.





## Services Offered to the City of Santa Fe (2024)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [JOHNSON, STEN A.](#)  
**Subject:** RE: Contract Determination request  
**Date:** Friday, April 25, 2025 3:21:20 PM  
**Attachments:** [image002.png](#)  
[image004.png](#)

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Sten, of course! You too!


The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  - Treasury (Point of Sale Systems) – questions: [drsena@santafenm.gov](mailto:drsena@santafenm.gov); [clromero@santafenm.gov](mailto:clromero@santafenm.gov). Request signature from: [clromero@santafenm.gov](mailto:clromero@santafenm.gov)
  - IT components (everything IT) – questions: [ereview@santafenm.gov](mailto:ereview@santafenm.gov). Request signature from: [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov);  
Copy: [zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov); [lenobes@santafenm.gov](mailto:lenobes@santafenm.gov); [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)
  - Vehicles – questions: [fleet@santafenm.gov](mailto:fleet@santafenm.gov). Request signature from: [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants – questions: [grants@santafenm.gov](mailto:grants@santafenm.gov). Request signature from: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: [fmdreview@santafenm.gov](mailto:fmdreview@santafenm.gov). Request signature from: [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
  - Emergency Related Purchases – questions [oem@santafenm.gov](mailto:oem@santafenm.gov)and. Request signature from: [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)
  - Asset over \$5k – questions: [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov). Request signature from: [jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsaelibrary.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacy2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacy2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)


Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



 [Book time to meet with me](#)

*"A journey of a thousand miles begins with a single step" ~ Lao Tzu*

## **SCOPE OF WORK**

### Scope of Services

1. The City of Santa Fe Fire Department (SFFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the SFFD has the ability to improve these statistics by implementing regular physical examinations. A comprehensive medical examination can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting cancer early with bloodwork and ultrasounds. A medical evaluation can provide a baseline for every firefighter and allows for detections of any change in the firefighter's health during his/her career.
2. The SFFD is seeking a Professional Services Agreement with a company that will provide comprehensive medical evaluations for our personnel. The contractor shall provide annual physical examinations with ultrasounds and blood tests for approximately 170 City of Santa Fe employed Fire Department personnel (hereinafter referred to as "firefighter"). The annual medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluation to identify clinically relevant changes. The annual

medical physical shall be provided by the contractor through the use of a board certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.

3. The physical examinations conducted by the contractor must adhere to the following standards:
  - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
  - b) National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
  - c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the Santa Fe Fire Department's Medical Officer.
4. The contractor shall be able to provide onsite services, including all services required in the agreement.
5. The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the agreement are met in a timely manner. This includes the daily scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule

In order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in February of each calendar year.

6. Each firefighter annual physical shall consist of the following components:
  - a) Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
    - i) **Blood Testing {1582-18, 7.7.1}**- Blood tests shall be performed annually and will include the following:
      - (1) CBC with differential, RBC indices and morphology and platelet count.
      - (2) Electrolytes (N, K, Cl, HCO<sub>3</sub> or CO<sub>2</sub>).
  - {3} Renal function (BUN, creatinine).
    - (4) Glucose.
    - (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
    - (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
    - (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
    - (8) Thyroid function; TSH & free T4.
    - (9) Vitamin D as optioned from year to year
    - (10) Cortisol as optioned from year to year
    - (11) Progesterone as optioned by the individual
    - (12) Estrone (E1) as optioned by the individual
    - (13) Estradiol (E2) as optioned by the individual
    - (14) Testosterone for females as optioned by the individual

- ii) **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
  - (1) Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This to be agreed upon annually between SFFD and selected vendor, and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
  - (2) Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
  - (3) Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
  - (4) Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
  - (5) Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
  - (6) Hepatitis A vaccine
  - (7) Varicella vaccine - offered to all non-immune personnel
  - (8) Influenza vaccine - offered to all personnel annually.
  - (9) HIV screening - available to personnel upon their request.
- iii) **Heavy Metal Evaluation (1582-18, 7.7.12}**
  - (1) 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
  - (2) 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
- iv) **Urine Laboratory Testing (1582-18, 7.7.2)**- Urine lab tests required shall be performed annually and include the following:
  - (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.

Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.

- (2) Analysis for occupational chemical exposure if indicated
- v) **Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:
  - (1) 500 Hz
  - (2) 1000 Hz
  - (3) 2000 Hz
  - (4) 3000 Hz
  - (5) 4000 Hz
  - (6) 6000 Hz
  - (7) 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.

- vi) **Vision Testing.** Ishihara, color and depth perception.
- vii) **Electrocardiograms (ECGs) {1582-18, 7.7.6}**

(1) 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.

(2) 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

**viii) Spirometry (1582-18, 7.7.4)** Pulmonary function testing shall be conducted annually to measure the following components:

(1) Forced vital capacity (FVC).

(2) Forced expiratory volume in 1.0 seconds (FEV1).

(3) FVC and FEV1 ratio.

**ix) Cancer Screenings (1582-18, 7.7.13 through 7.7.20)**

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with fire fighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

(1) Carotid arteries

(2) Echocardiogram (heart with function)

(3) Aorta and aortic valves

(4) Thyroid

(5) Internal Organs - liver, pancreas, gall bladder, kidneys and spleen

(6) Bladder

(7) Testicular and prostate - Men

(8) Ovaries and uterus - Women

**x) Physical Exam and Consultation (1582-18, 7.6)** The annual physical examination shall include each of the following components:

(1) Vital signs

(2) Head, eyes, ears, nose and throat (HEENT)

(3) Neck

(4) Cardiovascular

(5) Pulmonary

(6) Breast

(7) GI

(8) Genitourinary

(9) Hernia

(10) Lymph nodes

(11) Neurological

(12) Musculoskeletal

(13) Skin (including cancer screening).

(14) Vision

**xi) Chest Radiograph (1582-18, 7.7.5)** Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

## **7. Medical Record Keeping (1582-18, 4.1.13)**

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

## **8. Reporting and Contractor Responsibilities (1582-18, 4.2)**

- a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The Santa Fe Fire Department shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- b) Contractor shall understand the physiological, psychological, and environmental demands

placed on fire fighters.

- c) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- d) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.
- e) Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential job tasks.
- f) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up

to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

- g) Provide SFFD with written medical clearance for each individual to perform emergency response service in compliance with NFPA 1582-18.
- h) Provide SFFD with written respiratory protection clearance for each individual to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
- i) Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

**From:** JOHNSON, STEN A. <sajohnson@santafenm.gov>

**Sent:** Friday, April 25, 2025 3:20 PM

**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

**Subject:** Contract Determination request

Thank you for all your help today.  
Have a good weekend.

**Sten A Johnson**  
**Assistant Chief – Support Services**  
**City of Santa Fe Fire Department**  
**200 Murales Rd.**  
**Santa Fe, New Mexico 87501**

505-467-9799





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 407-869-5490 <b>E-MAIL ADDRESS:</b> Certificates@sihle.com	<b>FAX (A/C, No):</b> 407-389-3580
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Life Extension Clinics Inc. dba Life Scan Wellness Centers 1011 N MacDill Avenue Tampa FL 33607	<b>INSURER A :</b> Hartford Underwriters Insurance Company <b>NAIC #</b> 30104	
	<b>INSURER B :</b> MSIG Specialty Insurance USA Inc <b>NAIC #</b> 34886	
	<b>INSURER C :</b> Palomar Excess and Surplus Insurance Company <b>NAIC #</b> 16754	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 742063436**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		21SBMBA9FTH	11/10/2024	11/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	HNO1000294-2	3/2/2025	3/2/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21SBMBA9FTH	11/10/2024	11/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C A	Cyber Liability EPLI		PLMCBS2YANEQNE002 21SBMBA9FTH	6/26/2024 11/10/2024	6/26/2025 11/10/2025	Each Occurrence \$2,000,000 Aggregate Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Network Security Incident & Privacy Incident \$2,000,000 Each Claim Limit of Liability \$10,000 deductible is applicable

### CERTIFICATE HOLDER

### CANCELLATION

Santa Fe Fire Department  
200 Murals Rd  
Santa Fe NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization you are required to include on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".

Additional Premium	\$ Included

**Section IV – Business Auto Conditions, A. Loss Conditions, 5., Transfer Of Rights Of Recovery Against Others To Us** does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

We will retain the additional premium shown above, regardless of any early termination of this endorsement of this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such "insured":

1. Only applies to the extent permitted by law; and
2. If coverage provided to the "insured" is required by a contract or agreement, the insurance afforded to such "insured" will not be broader than that which you are required by contract or agreement to provide such "insured".

- B. SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is amended to include:

This insurance does not apply to:

"Bodily injury" or "property damage" for which the Person(s) or Organization(s) shown in the Declarations or Schedule is obligated to pay damages by reason of the assumption of liability in a contract or agreement

- C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, C. Limits Of Insurance** is amended to include:

The most we will pay on behalf of the "insured" shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the "insured"; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

### UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

#### A. The following is added to Section C. WHO IS AN INSURED:

Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations, "your work" or facilities owned or used by you.

##### a. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or
- (3) Beyond the period of time required by the written contract or written agreement.

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

#### B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section A. above, Paragraph 7. Other Insurance in Section E. CONDITIONS is deleted and replaced by the following:

##### 7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

- (1) Primary;
- (2) Contributing;
- (3) Excess; or
- (4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section C. WHO IS AN INSURED, as amended by Section A. of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

##### (1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



**(2) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**C. Paragraph D.6. How Limits Apply To Additional Insured is deleted and replaced by the following:**

**How Limits Apply To Additional Insureds**

- a. If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:
  - (1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
  - (2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.
- b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

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