



The Purchasing Memo

Date: November 13, 2025

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

From: Graham Miller, Battalion Chief-Health and Safety *GM*
GRAHAM MILLER

Via: Brian Moya, Fire Chief *BM*
BM

Subject: Fire Wire

Vendor Name: Fire Wire LLC

Munis Vendor Number: 3577

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a General Services Contract in the total amount of \$330,000.00 including GRT for services for a term of six (6) years with Fire Wire LLC.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260189.

BACKGROUND AND SUMMARY:

Fire Wire LLC shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment (“PPE”) bunker gear (“Gear”), for all Fire Department owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, gloves, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association (“NFPA”) Standard 1851.

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: Service Contracts/510310

Budget Officer / Designee: *Andy Hopkins* Date: 11/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Existing Contracts

Chief Procurement Officer (CPO)/Designee:  _____ Date: 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: NA _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons Services Offered to the City of Santa Fe (FY26)

CPO Service Determination Email

Procurement document: Existing Contract / Master Agreement / General Services Contract

Vendor's Quote

Certificate of Liability Insurance (COI)

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

SERVICES

Fire Department PPE Inspection, Repair, and Cleaning Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **FIRE W.I.R.E. LLC** 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 Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract 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. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

Contractor shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), for all City owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, gloves, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851. The Contractor shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition.

Services required are as follows:

- A. Generally.** Contractor shall provide services for PPE as follows: Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops; Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation; Repair of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer's methods; Contractor shall provide cleaning and inspection of bunker gloves, structure boots, and structure hoods.

Contractor shall conduct testing as included in NFPA 1851 requirements to ensure proper operation of PPE.

B. Deliverables. The Contractor shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition recordkeeping, and share records with County Contractor, as an ISP shall provide annual Test Verification of Conformity with relevant NFPA 1851 Standards. Contractor shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to City at each service interval or upon City request.

Contractor shall provide a proposed maintenance schedule to include length of time it requires to conduct testing, repair and cleaning of PPE. City requires all services be done within four (4) days from pickup. Contractor shall provide confirmation of their ability to meet City's requirement as part of Contractor's response.

C. Pick-up and Delivery Selected Contractor will be expected to pick up PPE at Fire Station 5 located at 1130 Siler Road, Santa Fe, NM 87507, up to twice per month, and deliver inspected, cleaned or repaired PPE, Fire Station 5 located at 1130 Siler Road, Santa Fe, NM 87507 within four (4) days from pickup.

If Contractor cannot pick up and deliver PPE, Contractor shall include details on method of receipt of PPE for service, and methods of return of serviced PPE.

D. Contractor will provide post-incident and annual inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

E. Contractor will provide Hands-on training, to be offered once per year, to City of Santa Fe Fire Department, Health and Safety Staff, at Offeror facility, on proper disposal of retired and condemned bunker gear; Hands-on training, to be offered once per year, to City of Santa Fe Fire Department, Health and Safety Staff, at Offeror facility, on proper storage methods of PPE per manufacturers' guidelines;

F. Additional Services Offered. The following services are offered for certain contaminant exposure as requested by the City: Carbon Dioxide (CO₂) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees pay the Contractor	\$305,026.00
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$24,974.00
The total compensation for the contract including GRT is	= \$330,000.00

- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Contract shall terminate six (6) years from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **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.

6. **Termination**

- A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- B. Notice: City Opportunity to Cure.

- i) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii) 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 Contract 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.
- iii) Notwithstanding the foregoing, this Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.

7. **Amendment**

A. This Contract 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 Paragraph 7 herein, or to agree to the reduced funding.

8. **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 because of this Contract. 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.

9. **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.

10. 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.

11. Non-Collusion

In signing this Contract, 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.

12. 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.

13. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Contract 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. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

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

15. Records and Audit

During the term of this Contract 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. Appropriations

The terms of this Contract, and any orders placed under it, 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, 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 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.

17. Release

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

18. 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 prior written approval by the City.

19. Conflict of Interest

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. 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 Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

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 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 Paragraph 19 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 Paragraph 19 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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; 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.

Statewide/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established, and maintained by the County of Los Alamos, Incorporated County of Los Alamos Services Agreement # AGR25-01, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. 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 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.

24. 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 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.

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, NMSA 1978, Section 41-4-1, et. seq., 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. 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.

27. 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 24 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Contract has been procured pursuant to a request for proposals, this Contract 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 Contract, 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 Contract in reverse chronological order; (2) the Contract, 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.

29. 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.

30. 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.

31. 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 Contract. 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 Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent

practicable at all times and places during the term of the Contract. 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 Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. 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 Contract, the City may:

i. 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

ii. terminate the contract for default.

32. 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 as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 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.

33. Impracticality of Performance

A party shall be excused from performance under this Contract 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.

34. 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.

35. 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.

36. Patent, Copyright, Trademark 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 Contract 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 Contract, 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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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.

37. Survival

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

38. 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 Contract, 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 Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 6 of this Contract.

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 Contract. 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.

39. 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 Contract.

40. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Department Assistant Fire Chief 200 Murales Road Santa Fe, NM 87501 fireadmin@santafenm.gov 505-955-3112	To the Contractor: FIRE W.I.R.E. LLC Juanita Martinez 3415 Bryn Mawr Dr NE Albuquerque, NM 87107 firewash@hotmail.com 505-660-1477
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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.

41. Succession

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

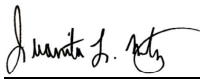
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

City of Santa Fe:

Contractor:

Alan Webber, Mayor



Juanita Martinez, Owner

Date: _____


Nov 13, 2025
Date: _____

NMBTIN: __80-0713227_____

Attest:

City Clerk

Approved to form and legal sufficiency by:



Assistant City Attorney

Approved for Finances:



Finance Director

Exhibit A

See attached Estimate no. 403 ...

EXHIBIT A

ESTIMATE

FIRE W.I.R.E. LLC
3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

firewash@hotmail.com
+1 (505) 660-1477
www.firewirellc.com



City of Santa Fe Fire Department

Bill to

City of Santa Fe
P.O. BOX 909
Santa Fe, NM 87504

Ship to

City of Santa Fe
Fire Department
P.O. BOX 909
Santa Fe, NM 87504

Estimate details

Estimate no.: 403
Estimate date: 09/24/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Advanced Cleaning	Advanced Cleaning of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$40.00	\$13,760.00
2.	Advanced Inspection	Advanced Hydrostatic Annual Inspection of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$38.00	\$13,072.00
3.	Advanced Routine Inspection	Advanced Routine Visual Inspection of Firefighter Bunker Gear per NFPA 1851 NFPA 1851 - 344 Ensemble Sets	344	\$28.00	\$9,632.00
4.	Advanced Repairs	Advanced Repairs of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	\$42.5563081	\$14,639.37
				Subtotal	\$51,103.37
Note to customer We appreciate your business. Thank you.				Sales tax	\$3,896.63
				Total	\$55,000.00

Accepted date

Accepted by



Services Offered to the City of Santa Fe (FY26)

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

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

RE: Los Alamos County Contract and RFP Documents

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Thu 10/2/2025 9:03 PM

To CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>

Cc VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>

1 attachment (527 KB)

rfp25-01-inspection-and-maintenance-of-fire-department-personal-protective-equipment_final.pdf;


Sten and Toni,

After reviewing the RFP (attached here for your reference, as posted on the Los Alamos County website) along with the related documentation that you provided, I have determined that it is in the City's best interest to proceed with a City contract under NMSA 1978, Section 13-1-129. This approach allows us to leverage the Los Alamos County Master Agreement for these purposes.

Thank you.

Regards,

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

 [Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



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

From: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>

Sent: Wednesday, October 1, 2025 4:44 PM

To: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>

Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: Re: Los Alamos County Contract and RFP Documents

Attached is the COI and draft Purchasing Memo. I'll send the draft Purchasing Memo soon...



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

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

Sent: Wednesday, October 1, 2025 3:19 PM

To: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>

Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: RE: Los Alamos County Contract and RFP Documents

Here are the documents needed. Letter of authorization from the vendor, RFP, proposal, evaluation document, and any related documents or attachments.

Graham, you drafted the contract.

Have you done a purchasing memo for the packet?

I'd like to review those.

Also we need a current COI from FireWire naming City of Santa Fe as the certificate holder.

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 1, 2025 11:33 AM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <gsmiller@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Toni, is there any way you can get the procurement documents? The RFP, proposal, evaluation document, and any related documents or attachments.


To answer your question, depending on if we can use this contract as the bases for our City contract, the term may be a full 7 years from the date of signature if the vendor agrees. We would use the same scope and items, just update the wording to read "the City of Santa Fe."

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351

tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



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

From: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 4:30 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Hi Travis,

Can you please review the attached draft contact before we upload it to JotForm? Notice the Term on the *Incorporated County of Los Alamos Services Agreement AGR25-01* is through 11/14/2031. There are six years remaining. Can we use this Contract we're drafting for the remaining six years? Would our term date be 11/14/2031 or 6/30/2032?

Appreciate you,



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

From: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Thank you!

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:48 PM
To: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Greetings,

Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (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; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov

-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;

Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov

-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov

-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov


-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov

-Asset over \$5k – questions: accounts payable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used 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, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
 - Determination requests to purchasing_det@santafenm.gov
 - All other requests to purchasing@santafenm.gov

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

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



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

From: MILLER, GRAHAM R. <grmiller@santafenm.gov>

Sent: Wednesday, September 24, 2025 12:47 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>

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

Subject: RE: Los Alamos County Contract and RFP Documents

Here is the Scope of Work:

Offeror shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), for all County owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, structure helmets and structure

boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851. The selected Offeror shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition

Services required are as follows: **Generally.** Offeror shall provide services for PPE as follows: Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops;

Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

Repair of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

Offeror shall provide cleaning and inspection of bunker gloves, structure boots, and structure hoods.

Offeror shall conduct testing as included in NFPA 1851 requirements to ensure proper operation of PPE.

Deliverables The selected Offeror shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition recordkeeping, and share records with County

Offeror, as an ISP shall provide annual Test Verification of Conformity with relevant NFPA 1851 Standards.

Offeror shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to County at each service interval or upon County request.

Offeror shall provide a proposed maintenance schedule to include length of time it requires to conduct testing, repair and cleaning of PPE. County requires all services be done between ten (10) and twenty (20) days from pickup. Offeror shall provide confirmation of their ability to meet County's requirement as part of Offeror's response.

Pick-up and Delivery Selected Offeror will be expected to pick up PPE at Fire Station 4 located at 4401 Diamond Drive, Los Alamos, NM 87544, up to twice per month, and deliver inspected, cleaned or repaired PPE, to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544 within ten (10) to twenty (20) days from pickup.

If Offeror cannot pick up and deliver PPE, Offeror shall include details on method of receipt of PPE for service, and methods of return of serviced PPE.

Additional Services Preferred But Not Required. The following services are preferred but not required. Offerors are asked to provide a description of any of the following services offered as part of the Offeror's response. Please provide description of ability to perform and cost information for Carbon Dioxide (CO2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

Please provide description of ability to perform post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

Hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at Offeror facility, on proper disposal of retired and condemned bunker gear;

Hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at Offeror facility, on proper storage methods of PPE per manufacturers' guidelines;

Graham Miller

Battalion Chief-Health and Safety

505-629-5401

grmiller@santafenm.gov



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:42 PM
To: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents


Hi Toni, I don't see a scope of work. Do you mind copying and pasting it into this email thread?

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351

tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



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

From: CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 10:48 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Good morning,

Can we please get a Service Determination for this?

Respectfully,



Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

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

Sent: Monday, September 8, 2025 11:05 AM

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

Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>

Subject: RE: Los Alamos County Contract and RFP Documents

Thank you Travis

Sten A Johnson

Assistant Chief – Support Services

City of Santa Fe Fire Department

200 Murales Rd.

Santa Fe, New Mexico 87501

505-467-9799



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

Sent: Monday, September 8, 2025 9:29 AM

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

Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONINETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>

Subject: Re: Los Alamos County Contract and RFP Documents

Sten,

You may proceed on this path. The applicable statute is NMSA 1978, Section 13-1-129 Existing Contracts. The procurement was conducted as an RFP, and total compensation is capped at \$210,000 (excluding GRT) unless amended. Unit pricing may be based on the items listed in the Master Agreement (Los Alamos' contract). Please also note that the contract term cannot exceed seven years in total.

SECTION B. TERM: The term of this Agreement shall commence November 15, 2024 ; continue through November 14, 2031 unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:


- 1. Amount of Compensation.** County shall pay compensation for performance of the S in an amount not to exceed TWO HUNDRED TEN THOUSAND AND NO/100 DO (\$210,000.00), which amount does not include applicable New Mexico gross receipt ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set Exhibit B, attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices.** Contractor shall submit itemized invoices, upon the completion of s for each set of PPE approximately four (4) times per year, to County's Project M showing amount of compensation due, amount of any NMGRT, and total amount p Payment of undisputed amounts shall be due and payable thirty (30) days after C receipt of the invoice.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351

tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

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

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[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Contracts <Contracts@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: FW: Los Alamos County Contract and RFP Documents

Hi Travis,

This contract will be a new service agreement with a vendor we have used for years. The contract is necessary due to our increase usage. ~\$50,000/year.
We would like to establish the agreement using an existing contract (Los Alamos Fire Department). A letter from the vendor extending terms is provided.

Let us know how to proceed.
Thank you,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799



From: Juanita L. Martinez <firewash@hotmail.com>
Sent: Tuesday, July 8, 2025 3:10 PM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc: CORTEZ, BERNADETTE L. <blcortez@santafenm.gov>
Subject: Fw: Los Alamos County Contract and RFP Documents

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sten,

We currently have a contract that all Fire Departments can use.

I am forwarding the email Kat Brophy sent to me from the procurement office with the County of Los Alamos. Attached is the entire contract between Los Alamos Fire Department and FIRE W.I.R.E. LLC. She states that the contract can be used "as a piggyback." The contract is good for 7 years.

Please let me know if you have any questions.

Thank you.

Juanita L. Martinez
FIRE W.I.R.E. LLC

3415 Bryn Mawr Dr NE
Albuquerque, NM 87107
(505) 660-1477
(505) 660-2037

firewash@hotmail.com
www.firewirellc.com

From: Brophy, Kat <kat.brophy@losalamosnm.gov>
Sent: Tuesday, July 8, 2025 1:10 PM
To: Juanita L. Martinez <firewash@hotmail.com>
Subject: Los Alamos County Contract and RFP Documents

Hi Juanita,

Here are all the documents you need for AFR to use our contract as a piggyback.

I hope this helps!

Kat Brophy
Management Analyst
Procurement Division
Los Alamos County
Direct Line (505) 662-8127
Cell (505) 709-5030

Visit our website at www.losalamosnm.us



****My email address has changed! Please update your records to reflect the new address at kat.brophy@losalamosnm.gov. Thank you****

"Illegal Acts: It is unlawful to offer, solicit, demand, accept or agree to accept, give or agree to give gratuities or kickbacks. County Code and New Mexico statutes impose criminal, civil and administrative penalties for bribes, gratuities, and kickbacks."

Visit our website at www.losalamosnm.us

Recently Launched! We are excited to announce that Los Alamos County is converting to an online procurement software called Bonfire to help us improve collaboration for competitive opportunities. Beginning in spring 2025, Bids and RFP responses will be submitted through the Bonfire portal. Visit the County Procurement website for more information.

<https://www.losalamosnm.us/Doing-Business/Procurement/Open-Solicitations>

Signature: 
GRAHAM MILLER (Nov 15, 2025 19:08:29 MST)
Email: gmiller@santafenm.gov

Signature: 
Email: bjmoya@santafenm.gov

FIRE W.I.R.E. LLC

(Wash, Inspect, and Repair of Ensemble)

(505) 660-1477

firewash@hotmail.com

www.firewirellc.com

August 15, 2025 A Letter of Concurrence

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

FIRE W.I.R.E. LLC
3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

To Assistant Chief Sten A. Johnson and The City of Santa Fe Fire Department,

This letter is to inform you that FIRE W.I.R.E. LLC is willing to extend the conditions of the City of Los Alamos AGR25-01 contract to the City of Santa Fe Fire Department.

All terms, conditions and pricing listed in the contract will be extended to the City of Santa Fe Fire Department.

If there are any questions from any Department, please reach out to me, Juanita L. Martinez, at C: (505) 660-1477 or email at firewash@hotmail.com

Thank you for your attention to this matter.



Juanita L. Martinez
FIRE W.I.R.E. LLC



AGR25-01



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Fire W.I.R.E., LLC**, a New Mexico limited liability corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes November 15, 2024 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 25-01 ("RFP") on August 1, 2024, requesting proposals for inspection, maintenance and repair of Fire Department Personal Protective Equipment ("PPE"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 8, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), ("Services") for all County owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851.
2. Contractor is a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition
3. Contractor shall provide Services as follows:
 - a. Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops;
 - b. Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;
 - c. Repair of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;
 - d. Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

- e. Contractor shall clean and inspect bunker gloves, structure boots, and structure hoods.
- f. Contractor shall perform testing as included in NFPA 1851 requirements to ensure proper operation of PPE.
- g. Contractor shall pick up and deliver inspected, cleaned or repaired PPE, to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544, in accordance with Proposed Maintenance Schedule attached as Exhibit A or as requested by County.
- h. As requested by County, Contractor shall perform Carbon Dioxide (CO₂) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.
- i. As requested by County, Contractor shall perform post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;
- j. Contractor shall provide hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at a location mutually agreed upon by both Parties, on proper disposal of retired and condemned bunker gear;
- k. Contractor shall provide hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at a location mutually agreed upon by both Parties, on proper storage methods of PPE per manufacturers' guidelines;
- l. Contractor shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to County at each service interval or upon County request.

SECTION B. TERM: The term of this Agreement shall commence November 15, 2024 and shall continue through November 14, 2031 unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices.** Contractor shall submit itemized invoices, upon the completion of services for each set of PPE approximately four (4) times per year, to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:
Fire Chief
Incorporated County of Los Alamos
999 Central Avenue, Suite 200
Los Alamos, New Mexico 87544
E-mail: fire-ap@lacnm.us

Contractor:
Owner
Fire W.I.R.E., LLC
3415 Bryn Mawr Dr. NE
Albuquerque, New Mexico 87107

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~attorney@lacnm.us

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



INCORPORATED COUNTY OF LOS ALAMOS

Naomi D. Maestas
NAOMI D. MAESTAS
COUNTY CLERK

BY: *Anne W. Laurent* 11/13/2024
ANNE W. LAURENT DATE
COUNTY MANAGER

Approved as to form:

Larissa Breen for
J. ALVIN LEAPHART
COUNTY ATTORNEY

FIRE W.I.R.E., LLC, A NEW MEXICO LIMITED
LIABILITY CORPORATION

BY: *Juanita L. Martinez* 11/14/2024
JUANITA L. MARTINEZ DATE
OWNER

Exhibit A
Proposed Maintenance Schedule
AGR25-01

Our Service to Fire Departments in the State of New Mexico is to provide a pick-up and delivery service. We will provide a 10 Day, and 20 Day (Business Days) turn around pick-up and delivery time frame.

See schedule below:

In 10 Business Days

- Gear is Received at our facility.
- Separated and tagged with the Department Name.
- Sent through the cleaning process.
- Hung to air dry.
- Liners are sent through the Inspection process (Light and Visual Inspection).
- Outer Shells are sent through the Inspection process (Visual Inspection).
- Minor Repairs are addressed.
- Gear is Reassembled and packaged for delivery and returned.

In 20 Business Days

- Gear is Received at our facility.
- Separated and tagged with the Department Name.
- Sent through the cleaning process.
- Hung to air dry.
- Liners are sent through the Inspection process (Light, Visual and Hydrostatic Inspection).
- Outer Shell are sent through the Inspection process (Visual Inspection).
- Minor and Major Repairs are addressed.
- The Department is notified of Major Repairs and informed of any issues.
- Gear is Reassembled and packaged for delivery and returned.

We can also accommodate any special requests for additional pickups and deliveries on an as needed basis.

Within the above Scheduled 10 to 20 Business Days, FIRE W.I.R.E. LLC has the capability to Pick up PPE at Fire Station #4 at 4401 Diamond Drive, Los Alamos, NM 87544 and return cleaned, inspected and repaired PPE to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544.

**Exhibit B
Compensation Rate Schedule
AGR25-01**

Offeror (Company Name): FIRE W.I.R.E. LLC							
Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Bunkers Advanced Cleaning							
Bunker Coat (including liners) if applies	\$20.00	\$20.40	\$20.81	\$21.23	\$21.66	\$22.10	\$22.55
Bunker Pant (including liners) if applies	\$20.00	\$20.40	\$20.81	\$21.23	\$21.66	\$22.10	\$22.55
Helmet	\$5.00	\$5.10	\$5.20	\$5.30	\$5.40	\$5.50	\$5.60
Suspenders	\$-	\$-	\$-	\$-	\$-	\$-	\$-
DRD – (Drag Rescue Device)	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Bunkers Inspection Only (Coat & Pant)	\$14.00	\$14.28	\$14.57	\$14.86	\$15.16	\$15.47	\$15.78
Helmet Inspection Only	\$1.00	\$1.10	\$1.20	\$1.30	\$1.40	\$1.50	\$1.60
DRD (Drag Rescue Device) Only	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Bunkers Advanced Cleaning with Inspection							
Bunker Coat (includes liners) if applies	\$34.00	\$34.68	\$35.38	\$36.10	\$36.82	\$37.57	\$38.33
Bunker Pant (includes liners) if applies	\$34.00	\$34.68	\$35.38	\$36.10	\$36.82	\$37.57	\$38.33
Helmet	\$6.00	\$6.12	\$6.24	\$6.36	\$6.49	\$6.62	\$6.75
Bunkers Decontamination							
Bunker Coat (includes liners) if applies	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Bunker Pant (includes liners) if applies	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Helmet	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Repair of Coat and Pants							
Replace/Repair Scotchlite Trim (3") Lime-2 Tone (min. per foot)	\$6.00	\$6.12	\$6.24	\$6.36	\$6.49	\$6.62	\$6.75
Replace All Scotchlite Trim (3") Lime-2 Tone – Coat	\$81.00	\$81.62	\$83.25	\$84.92	\$86.62	\$88.35	\$90.12
Replace All Scotchlite Trim (3") Lime-2 Tone – Pant	\$27.00	\$27.54	\$28.10	\$28.66	\$29.23	\$29.82	\$30.42
Velcro Replacement – Pant	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Velcro Replacement – Coat	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Re-stitching of seams	\$0.50	\$0.51	\$0.52	\$0.53	\$0.54	\$0.55	\$0.56
Bar tack stitch	\$2.00	\$2.04	\$2.09	\$2.13	\$2.17	\$2.21	\$2.25
Rivets or Grommets	\$2.00	\$2.04	\$2.09	\$2.13	\$2.17	\$2.21	\$2.25
Snaps/Suspender Buttons	\$2.00	\$2.04	\$2.09	\$2.13	\$2.17	\$2.21	\$2.25
Replace Barcode	\$1.00	\$1.10	\$1.20	\$1.30	\$1.40	\$1.50	\$1.60
Replace Wristlet according to mfg. specs	\$30.00	\$31.60	\$32.23	\$32.87	\$33.53	\$34.20	\$34.88
Coat Reinforcements							
Cuff around sleeve	\$7.50	\$7.65	\$7.80	\$7.96	\$8.12	\$8.28	\$8.45
Elbow Patches	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.00
Shoulder Patches	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.00
Pocket Replacement	\$20.00	\$20.40	\$20.81	\$21.23	\$21.66	\$22.10	\$22.55
Replace Coat Zipper	\$35.00	\$35.70	\$36.42	\$37.15	\$37.90	\$38.66	\$39.44
Pant Reinforcements							
BiFlex Heat Channel Knees – (Kevlar/Nomex - Gold)	\$14.00	\$14.28	\$14.57	\$14.86	\$15.16	\$15.47	\$15.78
Horizontal Strips in BiFlex knees (Arashield –Gold or Comparable)	\$14.00	\$14.28	\$14.57	\$14.86	\$15.16	\$15.47	\$15.78

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Replace Cuffs – Pant/Angled (Arashield – Black or Comparable)	\$68.00	\$69.36	\$70.75	\$72.17	\$73.61	\$75.08	\$76.58
Replace take-up strips on pant	\$12.00	\$12.24	\$12.48	\$12.73	\$12.98	\$13.24	\$13.50
Reface Pocket	\$17.00	\$17.34	\$17.69	\$18.05	\$18.41	\$18.78	\$19.16
Zipper - Crotch	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.92	\$31.53
Velcro at Fly (Hook and Loop)	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Install liner access opening (including Velcro)	\$12.00	\$12.24	\$12.48	\$12.73	\$12.98	\$13.24	\$13.50
MISC PATCH and ALTERATIONS							
Small Shell patch (Kombat Flex – Bronze or Comparable)	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Medium shell patch (Kombat Flex – Bronze or Comparable)	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.00
Large shell patch (Kombat Flex – Bronze or Comparable)	\$15.00	\$15.30	\$15.60	\$15.92	\$16.24	\$16.56	\$16.89
Small Thermal patch (Meta Aramid or Comparable)	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Medium Thermal patch (Meta Aramid or Comparable)	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.00
Large Thermal patch (Meta Aramid or Comparable)	\$15.00	\$15.30	\$15.60	\$15.92	\$16.24	\$16.56	\$16.89
Small Moisture patch (Crosstech Black 2F)	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Medium moisture patch (Crosstech Black 2F)	\$8.00	\$8.16	\$8.32	\$8.49	\$8.66	\$8.83	\$9.00
Large moisture patch (Crosstech Black 2F)	\$15.00	\$15.30	\$15.60	\$15.92	\$16.24	\$16.56	\$16.89

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Moisture seam tape per inch	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Shorten Coat/Liner (per inch)	\$40.00	\$40.80	\$41.62	\$42.45	\$43.30	\$44.16	\$45.05
Shorten Sleeves (per inch)	\$25.00	\$25.50	\$26.00	\$26.53	\$27.10	\$27.60	\$28.15
Lengthen Sleeves (per inch)	\$30.00	\$31.60	\$32.23	\$32.87	\$33.53	\$34.20	\$34.88
Reduce Chest Size (per inch)	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67	\$18.00
Increase Chest Size (per inch)	\$32.00	\$32.64	\$33.29	\$33.96	\$34.64	\$35.33	\$36.10
Shorten pants (per inch)	\$25.00	\$25.50	\$26.00	\$26.53	\$27.10	\$27.60	\$28.15
Lengthen Pants (per inch)	\$30.00	\$31.60	\$32.23	\$32.87	\$33.53	\$34.20	\$34.88
Reduce Waist Size (per inch)	\$25.00	\$25.50	\$26.00	\$26.53	\$27.10	\$27.60	\$28.15
Increase Waist Size (per inch)	\$30.00	\$31.60	\$32.23	\$32.87	\$33.53	\$34.20	\$34.88
Customizations							
Install Inspection Port – Coat	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Install Inspection Port – Pant	\$2.75	\$2.80	\$2.85	\$2.91	\$2.97	\$3.05	\$3.11
Install Microphone Loop (Kombat Flex – Bronze or Comparable)	\$5.00	\$5.10	\$5.20	\$5.30	\$5.40	\$5.50	\$5.60
Radio Pocket (Kombat Flex – Bronze or Comparable)	\$20.00	\$20.40	\$20.81	\$21.23	\$21.66	\$22.10	\$22.55
Name Patch w/Hook & Loop	\$25.00	\$25.50	\$26.00	\$26.53	\$27.10	\$27.60	\$28.15
Letters Sewn On	\$2.50	\$2.55	\$2.60	\$2.65	\$2.71	\$2.76	\$2.82
Replace Existing Letters	\$6.00	\$6.12	\$6.24	\$6.36	\$6.49	\$6.62	\$6.75
American Flag	\$4.00	\$4.10	\$4.20	\$4.30	\$4.40	\$4.50	\$4.60
Special Requests							
Spot Clean Only	\$-	\$-	\$-	\$-	\$-	\$-	\$-

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Additional Services (if applicable)							
Carbon Dioxide Liquid Pressure Cleaning	\$110.00	\$112.20	\$114.44	\$116.73	\$119.07	\$121.45	\$123.89
Post-incident inspections	\$11.00	\$11.22	\$11.44	\$11.66	\$11.89	\$12.12	\$12.36
Hands-On disposal training at Contractor's facility	Included	Included	Included	Included	Included	Included	Included
Hands-On storage training at Contractor's facility	Included	Included	Included	Included	Included	Included	Included
Other optional services as proposed by Offeror							
Scott Airpack Washing	\$15.00	\$15.30	\$15.60	\$15.92	\$16.24	\$16.56	\$16.89
SCBA Mask	\$15.00	\$15.30	\$15.60	\$15.92	\$16.24	\$16.56	\$16.89
Pick Up And Delivery							
	Included	Included	Included	Included	Included	Included	Included

Contractor's travel may be charged at actual cost, provided copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or a minimum of \$0.45 per mile;
5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.