City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
NOVEMBER 03, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Quality of Life Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/86188182004?pwd=RHJWMSs2NlFUdVg3RWtPWDEvK05lQT09
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 861 8818 2004 – Passcode: 544714**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**

a. Minutes from October 20, 2021.

6. **ACTION ITEMS: CONSENT**

a. Request for approval of the New Mexico Department of Transportation Agreement for the funding of projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505) 955-5355 / Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, (505) 955-5286).

Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee 11/03/2021
Governing Body Committee: 11/10/2021

b. Request for approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding in the amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505)955-5355) / David Webb, Lt. Police Department, dwebb@santafenm.gov, (505) 955-5257.

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Board Committee: 11/10/2021

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21

Quality of Life Committee: 11/03/21
Governing Body: 11/10/21

7. **ACTION ITEMS: DISCUSSION**

a. Request for the Approval of a Software Contract in the Total Amount of three hundred fifty-four thousand seven hundred fifty-five dollars and ninety-eight cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, (ajmercado@santafenm.gov, (505)629-6255).

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

8. **PRESENTATIONS**

a. Guaranteed Income Projects in the City of Santa Fe and Across New Mexico (Meghan Mead, Director of Law and Policy, Appleseed NM and Julie Sanchez, Youth and Family Services Division Director, City of Santa Fe)

b. Presentation on Early Childhood Care in Santa Fe.

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Wednesday, December 1, 2021**

13. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
NOVEMBER 03, 2021
5:00 PM
ATTEND VIRTUALLY

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
OCTOBER 20, 2021
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

Councilor Jamie Cassutt
Councilor Chris Rivera
Councilor Renee Villarreal
Councilor Carol Romero-Wirth

Members Excused:

Councilor Michael Garcia

Others Attending:

Jesse Guillen, Legislative Liaison
Jamie-Rae Diaz, Clerk
Kristine Mihelcic, Attendee
Mary McCoy, Attendee
Kyle Hibner, Attendee
Rich Brown, Attendee
Regina Wheeler, Attendee
Maria Tucker, Attendee
Anthony Tapia, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the agenda as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Presentation 8a has been removed from the agenda

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Councilor Villarreal removed item 6b for discussion.

5. **APPROVAL OF MINUTES**

a. October 06, 2021 Meeting Minutes

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilwoman Villarreal)
A Resolution Convening the Independent Citizens' Redistricting Commission and Calling for the Redistricting of the Four City of Santa Fe Council Districts Prior to the Municipal Election on November 7, 2023, Based on the Results From the 2020 United States Census. (Kristine Mihelcic, Community Engagement Director and City Clerk: kmmihelcic@santafenm.gov, 9556846)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/20/21
Governing Body: 10/27/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber)
A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th Legislature – State of New Mexico –Second Session, 2022. (Regina Wheeler, Public Works Director: rawheeler@santafenm.gov, 955-6622 and Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/27/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Cassutt, Councilor Rivera, Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Waiving the City Personnel Rule's Limitations on Salary Increases for the Purpose of Offering a Wage of at Least Fifteen Dollars Per Hour to All City Employees in November, 2021.

1. Request for Approval of Budget Amendment Resolution in the Total Amount of $149,862 to Increase Salaries to $15 Per Hour.

Committee Review:
Quality of Life Committee: 10/20/21
Public Works and Utilities Committee: 10/25/21
Governing Body: 10/27/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

a. CONSIDERATION OF BILL NO. 2021-__. (Councilor Lindell and Councilor Abeyta)
An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance ("UTO"); Amending Section 12-10-1.10 to Insert a Clause Stating That a Person Who Violates a Provision of Section 12-10-1.10 of the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hiber, City Prosecutor: kjhibner@santafenm.gov, 955-

Committee Review:
Introduced: 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Public Safety Committee: 10/19/21
Quality of Life 10/20/21
Governing Body (Request to Publish): 10/27/21

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt, to deny the bill as presented.

VOTE: The motion was denied on the following Roll Call vote:

For: Councilor Cassutt, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

8. **PRESENTATION**

   a. Presentation on Early Childhood Care in Santa Fe

   removed from agenda

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Wednesday, November 3, 2021**

13. **ADJOURN**

meeting adjourn @ 6:13pm.

_____ _____

Liaison Chair

City of Santa Fe, New Mexico
Memorandum

DATE: October 18, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (10-18-21)

FROM: Paul Joye, Deputy Chief of Police

ITEM AND ISSUE:
Request for a General Fund budget increase and approval of NM Department of Transportation for the funding of projects: End Driving While Impaired (ENDWI) Project # 02-AL-64-090; Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 in the Total Project Amount of $89,303. (Deputy Chief Paul Joye, pmjoye@santfenm.gov, 955-5355)

BACKGROUND AND SUMMARY:
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 02-AL-64-090 for $44,721 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090 for $14,250 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 for $30,332 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state or federal government agencies and the City's Operational Plan.

The agreement becomes effective upon signature of both parties and ends September 30, 2022. This request is to increase the General Fund Budget – Police Overtime 1000065.501400 in the amount of $89,303.

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico

memo

DATE: October 15, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Letter of Justification for Grant Agreement is between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe Police Department to conduct projects aimed at reducing traffic-related injuries and deaths.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: ***13-1-98 A (State Agency)*** – *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978;*

State Agency: New Mexico Department of Transportation Traffic Safety Division
Amount: No cost for City of Santa Fe – Grants reimburse
Term: Upon Signature approval through September 30, 2022

Approved Exemption:

Fran Dunaway
Fran Dunaway (Oct 18, 2021 14:48 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation Traffic Safety Division

Procurement Title: Letter of Justification for Grant Agreement between the NM Dept. of Transportation Traffic Safety

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *Grant Agreement*

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

Department Requesting: Santa Fe Police Department Staff Name: Deputy Chief Paul Joye

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Paul Joye	Deputy Chief	10/19/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Oct 19, 2021 16:23 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203060**

Contractor: **New Mexico Department of Transportation Traffic Safety Divsion**

Description: **New Mexico Department of Transportation for the award of Traffic projects: (ENDWI) Project # 02-AL-64-090, Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, and (STEP)/Summer Enforcement Period Project # 02-PT-RF-090.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon signed approval** Term End Date: **09/30/2022**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths.

3. **Procurement History:** _____

Fran Delaway (Oct 19, 2021 16:23 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A Entity to Entity** confirmed- CPO determination attached

4. **Funding Source:** _____ **Org / Object:** **1000065/501400**

Andy Hopkins (Oct 19, 2021 16:01 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - Letter of Justification for Grant Agreement**

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **x5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Police Department/Administration	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police Overtime	1000065	501400		89,303	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Transportation - State Grants	1000001	490150		(89,303)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To record NM Department of Transportation traffic projects; ENDWI $44,721, BKLUP and CIOT $14,250

STEP $30,332 for a total amount of $89,303.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
	0
TOTAL:	0

AnnaMarie Bowen	10/20/2021	*{Use this form for Finance Committee/ City Council agenda items ONLY}*		Andy Hopkins Andy Hopkins (Oct 20, 2021 15:46 MDT)	Oct 20, 2021
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**		Budget Officer	Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*		Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	*Agenda Item #:*		City Manager *{≤ $60,000}*	Date

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: September 8, 2021

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division Jeff Barela
Jeff Barela (Sep 8, 2021 16:38 MDT)

From: Kimberly Wildharber, Staff Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and Santa Fe, City of.

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1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).

2. The Consolidated Agreement provides funding to Santa Fe PD to conduct the following project(s) and activities as shown below.
   - ENDWI – $44,721.00 (Federal 164 AL)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP -$14,250.00 (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $30,332.00 (State Road Fund)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2022.

4. A deliverables table is listed in Exhibit A-C.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 8, 2021

Chief Andrew Padilla
Santa Fe PD
2515 Camino Entrada
Santa Fe, New Mexcio 87505

RE: Project Agreement

Dear Chief Padilla:

Enclosed is the project agreement for the federal 2022 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
02-AL-64-090	23 U.S.C. § 164	20.608	69A37521300001640NMA	1/15/2021	$44,721.00
02-OP-RF-090	State Road Fund				$14,250.00
02-PT-RF-090	State Road Fund				$30,332.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2021, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {21}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI Medium Agency (Populations 50,000 - 99,000) - 1 DWI in 32 Hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 8, 2021 From: John Vargas Location: Traffic Safety Division

Phone: 505-231-6784 Agency: NMDOT

Contractor: Santa Fe, City of

Project No.: 02-AL-64-090, 02-OP-RF-090, 02-PT-RF-090

NEW CONTRACT
__ Copy of RFP, if applicable
__ Copy of approved sole source justification
__ Copy of approved small purchase justification
__ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT
__ Scope of Work
__ Additional Compensation
__ Time extension
Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.
____Please make corrections on pages _
____I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
____Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER:_____
GRANTEE DUNS NUMBER: 069420818
VENDOR NUMBER: 0000054360

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Santa Fe, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 02-AL-64-090, $44,721.00;
   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 02-OP-RF-090, $14,250.00;
   c. Selective Traffic Enforcement Program (**STEP**), Project No. 02-PT-RF-090, $30,332.00;
   d. Total Funding awarded per this Agreement $89,303.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:	to the Grantee at:
New Mexico Dept. of Transportation	Santa Fe PD
Attn: Traffic Safety Division	Attn: Chief Andrew Padilla
P.O. Box 1149	2515 Camino Entrada
Santa Fe, NM 87504	Santa Fe, New Mexico 87505

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The Agreement terminates at 12:00 a.m. on September 30, 2022, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

SANTA FE, CITY OF

By: _____ Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: _____ Date: Sep 9, 2021
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: _____
Counsel for Santa Fe, City of

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 02-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
   d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be 23 U.S.C. § 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$44,721.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$44,721.00

7. **Goals.** The Department's performance goals for the state are as follows: Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 02-OP-RF-090

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 23 to June 5, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$14,250.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$14,250.00

7. **Goals.** The Department's performance goals for the state are to:

   a. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities
   b. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed

use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD Project Number: 02-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2022 through September 27, 2022*.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
b. training for officers not previously trained in STEP.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$30,332.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$30,332.00

7. **Goals.** The Department's performance goals for the state are as follows:

a. Speeding-related fatalities rose by 18.2 percent in 2019 from 2018, and are projected to continue rising into 2022. Preliminary data indicate that speeding-related fatalities were 40.1 percent of all crash fatalities in 2020, compared to 36.8 percent in 2019. Given the anticipated rise in these fatalities, the State has determined to set the annual projection of 166 as the 2022 target
b. Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers
c. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities.
d. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011
e. Five-year average fatalities rose by 11 percent between 2015 and 2019, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 14.2

percent between 2017 and 2021. The State has determined to set the five-year average projection of 421.9 as the 2022 target.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: New Mexico Fiscal Year: 2022

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in thistransaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Submission of information regarding mobilization participation into the HVE Database;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

The State: **[CHECK ONLY ONE]**

☐ Certifies that automated traffic enforcement systems are not used on any public road in the States;

OR

☑ Is unable to certify that automated traffic enforcement systems are not use on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1, 2022.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

MRS

Michael Sandoval (Jun 18, 2021 12:54 MDT)

06/18/2021

Signature Governor's Representative for Highway Safety — Date

Michael R. Sandoval

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:			
Government Unit:	Santa Fe, City of		
Contract term:	(– 09/30/2022)		
Vendor Number:	0000054360	Address ID:	

Grantee Contact Info

Project Director and Title:	Chief Andrew Padilla		
Phone:	505-955-5257	E-mail:	aapadilla@ci.santa-fe.nm.us
Agency Name:	Santa Fe PD		
Address:	PO Box 909		
City, State ZIP:	Santa Fe, New Mexico 87504		

TSD Contact Info

Program Manager:	John Vargas	Phone:	505-231-6784
TSD Finance:	Avalon Wright	Phone:	505-660-8103

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	02-AL-64-090	$44,721.00	10010	5000000000	
BKLUP	02-OP-RF-090	$14,250.00	20100	5100000000	
STEP	02-PT-RF-090	$30,332.00	20100	5100000000	
	Total	**$89,303.00**			

PO Entered by TSD Finance:		Date:	
PO Approved by Contracts:		Date:	

Comments:

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2021 08:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

1000065.501400

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of the New Mexico Department of Transportation Agreement for the funding of projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505) 955-5355 / Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, (505) 955-5286).

Committee	**Review:**
Finance	Committee:11/01/2021
Quality of Life	Committee 11/03/2021
Governing Body Committee: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

City of Santa Fe, New Mexico
Memorandum

DATE: October 12, 2021

TO: **Governing Body**
Finance Committee
Quality of Life Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police A. Padilla (Oct 12, 2021 15:23 MDT)

FROM: **Paul Joye, Deputy Chief of Police**

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Understanding (MOU) – Region III Drug Task Force/Agreement between the Department of Public Safety and the City of Santa Fe as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding. This is no cost to the City of Santa Fe Police Department, and any overtime paid pursuant to this MOU/Agreement is reimbursed through the federal grant for a total of $18,649.00 plus GRT. Term is 1 year. (Region III Drug Task Force); (Paul Joye, pmjoy@santafenm.gov, ext. 5355)

BACKGROUND AND SUMMARY:
The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to the Region III Drug Task Force and its abatement of narcotics within the City of Santa Fe and surrounding areas.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202555.

ACTION REQUESTED:
The Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico

memo

DATE: October 12, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Understanding is between the Department of Public Safety and the City of Santa Fe Police Department for the Region III Drug Task Force.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: ***13-1-98 A (State Agency)*** – *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978;*

State Agency: Department of Public Safety
Amount: No cost for City of Santa Fe – Federal Grants reimburse
Term: July 1, 2021 – June 30, 2022

Approved Exemption

Fran Dunaway

Fran Dunaway (Oct 14, 2021 08:44 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Region III Drug Task Force

Procurement Title: MOU

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *MOU*

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

Department Requesting SFPD Staff Name Deputy Chief Paul Joye

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Paul Joye	Deputy Chief	12/12/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:38 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202555**

Contractor: **Region III Drug Task Force**

Description: **Agreement for participant (MOU) Region III Drug Task Force SFPD. MOU is required for all participating agencies. ($18,649.00 plus GRT)**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
MOU - DPS Region III Agreement for Region III Task Force, participant SFPD.

3. **Procurement History:** _____

Fran Delaney (Oct 19, 2021 16:38 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** Concur with exemption-CPO

4. **Funding Source:** _____ **Org / Object: 1000067/501400**

Andy Hopkins (Oct 19, 2021 15:55 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - MOU Agreement**

Staff Contact who completed this form: AnnaMarie Bowen Phone # **955-5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

AGREEMENT
BETWEEN DEPARTMENT OF PUBLIC SAFETY AND
SUB-RECIPIENT OF THE REGION III HIGH INTENSITY DRUG TRAFFICKING
AREAS ("HIDTA") FUNDING

THIS AGREEMENT is made and entered into this_____day of_____ , 2021, by and between DEPARMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS" and the CITY OF SANTA FE POLICE DEPARTMENT, hereinafter referred to as "SFPD" or "Sub-recipient."

WHEREAS, DPS, the Santa Fe County Sheriff, City of Santa Fe Police Department, City of Taos Police Department, Taos County Sheriff's Office, New Mexico Department of Public Safety (State Police), the NM Probation/Parole Division and the Espanola Police Department, are parties to a certain Memorandum of Understanding Region III Drug Task Force (the MOU) dated January 6, 2020, that provides for how the parties will jointly cooperate and assist with the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Southwest Border HIDTA - New Mexico, Region III; and

WHEREAS, according to the MOU, DPS is designated as the fiscal agent for purposes of the MOU and activities conducted by the parties to the MOU; and

WHEREAS, the law enforcement activities and strategy of the HIDTA Region III area are funded annually by a federal HIDTA grant, which provides assistance to law enforcement entities to reduce drug trafficking and production in the HIDTA Region III; and

WHEREAS, DPS as fiscal agent under the MOU is the recipient of HIDTA Grant #G21SN0005A in the amount of $320,013.00 for FY 2021; and

WHEREAS, SFPD, a signatory on the MOU, is an entity that is active and participating in HIDTA-related activities and initiatives and is eligible for reimbursement from the HIDTA Grant. SFPD participation involves overtime hours spent by SFPD law enforcement officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy; and

WHEREAS, DPS and SFPD also wish to provide for the process by which the Sub-recipient (SFPD) who engages and participates in HIDTA related activities to support the strategy of the HIDTA program, submit invoices to DPS and DPS as fiscal agent reimburses the Sub-recipient for overtime and other expenses associated with its HIDTA-related activities; and

WHEREAS, federal regulations governing the award and administration of federal grants awarded to non-federal agencies require that grant recipients and sub-recipients agree to be subject to certain federal requirements and regulations pertaining to HIDTA grants; and

NOW THEREFORE, it is agreed between the parties:

1. SUB-RECIPIENT; SCOPE OF PARTICIPATION

A. The Sub-recipient for purposes of this Agreement is the non-federal entity listed on Attachment A, attached hereto and incorporated by reference.

B. The Sub-recipient's participation in HIDTA Region III activities to support the HIDTA strategy consists, without limitation, of overtime hours spent by Sub-recipient's law enforcement officers, agents, deputies, and police officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy. Other HIDTA-related activities are those program activities described on the budget submitted by the HIDTA Region III in its annual HIDTA grant application.

2. ADDITIONAL HIDTA ACTIVITIES OR TASKS

DPS and Sub-recipient agree that all HIDTA activities set forth in Section 1 (Sub-recipients' Scope of Participation) of this Agreement shall be completed in full to the satisfaction of DPS as fiscal agent and in accordance with all federal requirements of the HIDTA grant funding, and for amounts not-to-exceed the sum of the annual HIDTA grant, and for no other cost, amount, fee or expense.

3. INVOICING AND REIMBURSEMENT

A. In consideration of its obligations under this Agreement, the Sub-recipient shall be reimbursed as follows:

1) Depending on the frequency of HIDTA activities and initiatives during the HIDTA grant period, the Sub-recipient's law enforcement agents will prepare an invoice with supporting documentation evidencing the Sub-recipient's overtime hours and other HIDTA-related expenses associated with HIDTA programs and activities. Sub-recipient will submit the invoice and supporting documentation to Region III HIDTA. The invoice and supporting documentation will be verified by the Sub-recipient and then submitted to DPS. DPS as fiscal agent under the MOU shall review the invoice and supporting documentation and submit reimbursement directly to the Sub-recipient.

2) The total amount payable to all Sub-recipients under this Agreement shall not exceed the total amount of the annual HIDTA grant funding, inclusive of any applicable tax, for that fiscal year.

3) The amount of the annual HIDTA grant is a maximum and not a guarantee that the HIDTA activities performed or engaged in by a Sub-recipient under this Agreement shall equal the amount of the HIDTA grant. The parties do not intend for a Sub-recipient to continue to engage in HIDTA activities without reimbursement when the HIDTA grant funding has been exhausted. DPS will notify Sub-recipient when reimbursements to the Sub-recipients have reached the total available HIDTA grant funding for that year. Reimbursement is based on the availability of the HIDTA grant funding for that grant period.

4) DPS's representative for receipt of the invoice and supporting documentation is Joline Ortiz, Executive Administrative Assistant to Region III, jolinec.ortiz@state.nm.us, or such other individual as may be designated in the absence of DPS representative.

B. Sub-recipient's budgeted amounts to be paid are as stated on Attachment B (pending approval of the Office of National Drug Control Policy via the Southwest Border HIDTA-New Mexico).

C. In the event the Sub-recipient materially breaches this Agreement, DPS may, without penalty, withhold reimbursement to the Sub-recipient.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties hereto. The term of this Agreement is from the date of last signature by the parties through June 30, 2022, and is subject to earlier termination if DPS ceases to be designated as the fiscal agent under the MOU, if the MOU is dissolved by the parties to the MOU, or termination pursuant to Section 5 (Termination) below occurs.

5. TERMINATION

Termination for Convenience. Either party may terminate this Agreement for any reason by providing 30 days written notice. If notice is given, the Agreement will terminate at the end of 30 days thereafter, and the liabilities of the parties hereunder for further performance of the terms of the Agreement shall cease, but the parties shall not be released from duty to perform up-to-the date of termination.

6. CONTINUED HIDTA GRANT FUNDING

This Agreement is contingent upon DPS's annual award of HIDTA grant funding. If sufficient HIDTA grant funding is not received this Agreement shall terminate upon written notice by DPS to the Sub-recipient, or the parties to this Agreement may agree to suspend performance under this Agreement until such time as HIDTA grant funds are available. A termination shall be without penalty to DPS, and DPS shall have no duty to reimburse Sub-recipient for overtime or expenditures made in the performance of this Agreement. DPS's decision as to whether sufficient HIDTA grant funding is available to fulfill the purposes of this Agreement shall be final and not subject to challenge by the Sub-recipient in any way or forum, including a lawsuit.

7. PERSONNEL

All HIDTA-related tasks and activities performed by the Sub-recipients under this Agreement shall be performed by the Sub-recipient or under the Sub-recipient's supervision.

8. RELEASE

Upon its receipt of all reimbursements or payments due under this Agreement, the Sub-recipient releases DPS, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Sub-recipient in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization in accordance with applicable federal or state law.

10. CONFLICT OF INTEREST

Sub-recipient agrees to maintain written standards of conduct covering conflict of interest (conflict of interest policies for Federal awards). Sub-recipient warrants that none of its employees will participate in the selection, award, or administration of this Agreement if he or she has a real or apparent conflict of interest.

11. COMPLIANCE WITH APPLICABLE LAW AND REGULATION; CHOICE OF LAW; WARRANTY

A. In performing HIDTA-related tasks and activities hereunder for which Sub-recipient will receive reimbursement from a federal HIDTA grant, the Sub-recipient shall comply with all applicable Federal statutes, regulations and HIDTA award terms and conditions including:

a) 28 CFR Part 69 (New Restrictions on Lobbying),
b) 2 CFR Part 25 (Universal Identifier and System of Award Management (SAM)),
c) 2 CFR Part 180 (Suspension and Debarment),
d) 28 CFR Part 23 (Criminal Intelligence Systems),
e) Section 6 of the HIDTA Program Policy and Budget Guidance,
f) Achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and the Office of National Drug Control Policy (ONDCP).
g) Sub-recipient Monitoring stated in 2CFRS200.331
h) Sub-recipients that receive $25,000 or more must be registered with the Federal Accountability and Transparency Act Sub-award Reporting System (FSRS), located at https://www.fsrs.gov

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. DPS and the Sub-recipient agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico located in Santa Fe County.

C. Sub-recipient warrants and represents that it is not listed as an excluded party under the federal System for Award Management (SAM) as a debarred or suspended or otherwise excluded from participation in a HIDTA grant funded program.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

13. ENTIRE AGREEMENT; INTEGRATION

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

14. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

15. NOTICES

Any notice required to be given to the parties hereto shall be in writing and shall be delivered in person or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to the following:

DPS: Department of Public Safety
Attn: Tim Q, Johnson, Interim Cabinet Secretary
P. O. Box 1628
Santa Fe, New Mexico 87504-1628

Sub-recipient: See Attachment A.

16. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. I NSURANCE

General Conditions. The Sub-recipients shall maintain sufficient personal and property insurance consistent with the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended.

19. NEW MEXICO TORT CLAIMS ACT; LIABILITY

Each party to this Agreement shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Any liability incurred by DPS or the Sub-recipient in connection with this Agreement is subject to the Immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. DPS and Sub-recipient and their "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 the Tort Claims Act. No provision in this Agreement shall be construed to modify or waive any provision of the New Mexico Tort Claims Act.

20. SUB-RECIPIENT'S RECORDS

To the extent its books and records relate to (i) performance of this Agreement, or (ii) costs or expenses set forth in this Agreement, the Sub-Recipient agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of reimbursement under this Agreement; (ii) allow DPS or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

21. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; TORT CLAIMS ACT; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above:

DEPARTMENT OF PUBLIC SAFETY

_____ _____

Tim Q. Johnson, Interim Cabinet Secretary Date
Department of Public Safety

Approved as to form:

_____ _____

Elizabeth Trickey, General Counsel Date
Department of Public Safety

SUB-RECIPIENT'S SIGNATURE PAGE

City of Santa Fe:

_____ _____

Alan Webber, Mayor Date

Attest:

_____ _____

Kristine Bustos-Mihelcic, City Clerk Date

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Sep 14, 2021 08:31 MDT)

_____ _____

Senior Assistant City Attorney Date

Approved for Finances:

_____ _____

Mary McCoy, Finance Director Date

Attachment A
Sub-recipient

City of Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Attachment B
Sub-recipient's Budget Grant #G21SN0005A

Resource Recipient — City of Santa Fe Police Department

Overtime

Investigative – Law Enforcement Officer, in the amount of $16,350.00 but not to exceed 25% of a Federal Officer with a step one ranking of 12 or the amount of $18,649.00.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding in the amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505)955-5355) / David Webb, Lt. Police Department, dwebb@santafenm.gov, (505) 955-5257.

Committee	**Review:**
Finance Committee:	11/01/2021
Quality of Life Committee:	11/03/2021
Governing Board Committee: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico
Memorandum

Date: November 1, 2021

To: Finance Committee, Quality of Life Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Health and Safety Department Director

RE: Extension of Term for Community Health and Safety Task Force

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EXECUTIVE SUMMARY:

A Resolution updating the terms of Resolution No. 2021-17, to extend the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

BACKGROUND:

The Community Health and Safety Task Force was formed by Resolution No. 2020-29 to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety of all residents of Santa Fe. Resolution 2021-17 extended the original 6-month term of task force through the end of calendar year 2021 as well as allowing for additional task force members, changing the task force composition, and exempting the task force from certain open meetings act requirements. The reason to extend the term for another calendar year is to allow the task force to conduct an extensive community outreach process, analyze the results of that process, and make recommendations based on the analysis.

ACTION REQUESTED:

Approve the passage of a resolution extending the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

ATTACHMENTS:

Resolution
FIR
Resolution No. 2020-29
Resolution No. 2021-17

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION NO. 2021-17 TO EXTEND THE COMMUNITY HEALTH AND SAFETY TASK FORCE'S TERM THROUGH THE END OF CALENDAR YEAR 2022.

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, Resolution No. 2021-17 extended the duration for which the Task Force would continue meeting until the end of the calendar year 2021; and

WHEREAS, the Task Force has determined that additional time is needed to complete the community outreach responsibilities of the Task Force as established in Resolution No. 2020-29.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby updated as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts

of an overall strategy for the benefit of public health and safety of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD's and SFFD's internal operations, policies, procedures and practices, with attention to data-informed local and national research. Some aspects that may be assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force, which may include exploring innovative approaches to community health and safety, reimagining the current structures and systems in which the City currently operates, and examining root causes of

identified problems; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least once per month and shall conduct public meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently

disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe and where Task Force members and community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies.

F. Unless further extended by the Governing Body, the CHS Task Force shall conclude its work [~~by~~] on or before December 31, [~~2021~~] 2022. The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

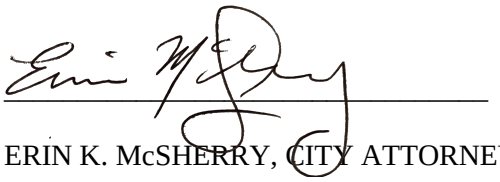
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/CHS Task Force Time Extension

FIR No. 10366

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): CHS Task Force Time Extension

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): _____

Staff Completing FIR: Kyra Ochoa, Jesse Guillen Date: 11/1/21 Phone: 955-6603

Reviewed by City Attorney: _____ Date: Nov 1, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The extension of the timeline in itself has no fiscal impact, but it will also require one year of facilitation at a contracted cost of $20,000.

Departments Affected:
Community Health and Safety Department, City Attorney's Office.

Consequences of Not Enacting Legislation:
Duties and responsibilities of the Health and Safety Task force as set out in Resolution 2020-29 would not be completed. Staff is not aware which duties and responsibilities have been completed to date, but have been made aware from Councilors that more time is needed to do so.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This is the second extension of duration since the original Resolution 2020-29, which established a 6-month duration. The first, Resolution 2021-17, extended the duration for one year.

Performance and Administrative Implications:
Staff will need to identify additional revenue and process contract(s) for facilitation services.

Fiscal Implications:
$20,000 for one year of facilitation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$		R		
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 20k	$	$		NR		
Operating	$	$	$				$
Total:	$ 20k	$	$				$ TBD

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The first contract for facilitation for $10,000 was expended in April of 2021. The current contract for facilitation is in the amount of $10,000. This contract expires in March of 2022. If additional facilitation is needed, the funding source for an additional $20,000 will need to be identified to procure additional facilitation services to coincide with the extension of the task force work timeline. In addition, $40,000 has already been identified in the Community Services Department's budget for a community engagement contractor.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative: The revenue source for the $20,000 in expenditures has not yet been identified.

Signature:

Email: jbguillen@ci.santa-fe.nm.us

Signature:

Kyra Ochoa (Nov 1, 2021 16:34 MDT)

Email: krochoa@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	10/27/21
Finance Committee:	11/01/21
Quality of Life Committee:	11/03/21
Governing Body: 11/10/21	

FINANCE COMMITTEE ACTION:
Move forward with No Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **October 15, 2021**

TO: **Governing Body**
Finance Committee
Quality of Life Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Department Chief PB

FROM: **Andres J. Mercado, Battalion Chief MIH** AJM

ITEM AND ISSUE:
Request for the Approval of a Software Contract in the Total Amount of $354,755.98 for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, ajmercado@santafenm.gov 505-629-6255.

BACKGROUND AND SUMMARY:

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluation, legal and business operations reasons. SFFD currently relies on contracts with two software vendors, one hosting service and outdated paper processes. The ImageTrend software platform will allow SFFD to improve its data workflow and its ability to access and organize department data.

PROCUREMENT METHOD:
This vendor was selected through the RFP process.

CONTRACT NUMBER:
The FY20 Munis contract number is 3203036 .

FUNDING SOURCE:

General fund money monies will fund this contract.

Munis Org Name/Number: Professional Contracts/1002001.510300

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ImageTrend, Inc.

Procurement Title: Comprehensive and Integrated Software Platform for SFFD

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community Health and Safety/Fire Staff Name Andres Mercado

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Andres J Mercado	Battalion Chief-MIH	09/20/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:16 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203036

Contractor: **ImageTrend, Inc.**

Description: **Comprehensive and Integrated Software Platform for SFFD**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **10/01/2021** Term End Date: **06/30/2025**

[ ] Approved by Council Date:

Contract / Lease: **Software Contract**

Amendment # **n/a** to the Original Contract / Lease # **n/a**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[ ] Approved by Council Date: **n/a**

Amendment is for: **n/a**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
First year of a four-year contract from RFP 21.26.P

3. **Procurement History:** **RFP 21.26.P**

Fran Delaney (Oct 19, 2021 16:16 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award from RFP 21/26/P issued May 2021

4. **Funding Source:** **Professional Services** **Org / Object:** **1002001.510300**

Andy Hopkins (Oct 19, 2021 15:58 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Andres J Mercado** Phone # **505-629-6255**

Email: **ajmercado@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

The City of Santa Fe
AND
Santa Fe Fire Department

REQUEST FOR PROPOSALS (RFP)

Comprehensive and Integrated Software Platform- Santa Fe Fire Department

RFP#
21/26/P

RFP Release Date: **January 27, 2021**

Proposal Due Date: **February 23, 2021**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of software for City of Santa Fe Fire Department (SFFD) emergency response and prevention records across department divisions on one platform

B. BACKGROUND INFORMATION

SFFD is seeking proposals for software that integrates our Electronic Patient Care Reporting (ePCR), Fire Records Management System Fire (RMS), Mobile Integrated Health (MIH) and Fire Prevention (FP) software systems onto one platform meeting or exceeding the required functions and features outlined herein. SFFD operates as a single-tier EMS/Fire service, serving approximately 60 square miles and a census population of 85,000. In 2019, SFFD created approximately 16,000 911 response records (including 13,400 EMS records) and conducted approximately 10,000 MIH records and 8,000 FP Records.

This integration of software aligns with the SFFD's vision for one platform that is functional across the department's divisions. This will consist of building a comprehensive software product which meets the clinical, operational, legal, financial and administrative needs of SFFD's ePCR, Fire RMS, MIH and FP activities as well as providing maintenance and support for this product.

Current providers for which interfaces are specified in Scope of Work and/or Technical Specifications:

Staffing Software: Kronos Telestaff
PSAP Software: One Solution MCT
Land Use Software: EnerGov
MIH Software: Julota
EMS Software: Zoll ePCR
RMS Software: Zoll RMS
Training and Record-Keeping Software: Target Solutions
Cardiac Monitors: LifePack 15
Billing Company: EF Recovery

C. SCOPE OF PROCUREMENT

A comprehensive and integrated software solution to work across different divisions of the department. Scope of work includes provision of front end record input, record management and analysis, staff communication within platform, interfaces with existing tools used by SFFD staff, training for users and administrators, and a migration plan for old records. The resulting contract/price agreement will be for four years.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Fire Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Faith Applewhite, EMS Captain
Telephone: (505) 629-2258
Email: fapplewhite@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. **"Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Patient Care Record**" means record(s) which capture NEMSIS-required and supplementary data fields related to the provision of emergency medical services.

15. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

16. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.

17. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

18. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

19. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

20. "**Fire Records Management System**" or "**Fire RMS**" means record(s) which capture NFIRS-required and supplementary data fields related to the provision of emergency response.

21. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

22. "**Health Level 7**" or "**HL7**" means the set of international standards used to transfer and share data between various healthcare providers.

23. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

24. "**IT**" means Information Technology.

25. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

26. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

27. "**National Emergency Medical Information Systems**", or "**NEMSIS**" means the national, uniform database used to report and store EMS incident data.

28. "**National Fire Incident Reporting System**" or "**NFIRS**" means the national uniform database used to report and store fire department incident data.

29. "**New Mexico Emergency Medical Services Tracking and Reporting System**" or "**NMEMSTARS**" means the State of New Mexico uniform database used to report and store EMS incident data.

30. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

31. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract.

32. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

33. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

34. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

35. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

36. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

37. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

38. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

39. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

40. "**State (the State)**" means the State of New Mexico.

41. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

42. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

43. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	1/27/2021
2. Acknowledgement of Receipt Form	Potential Offerors	01/30/2021
3. Pre-Proposal Conference	Requesting Department	02/08/2021
4. Deadline to submit Written Questions	Potential Offerors	2/10/2021
5. Response to Written Questions	Procurement Manager	02/12/2021
6. Submission of Proposal	***Potential Offerors***	***02/23/2021***
7.* Proposal Evaluation	Evaluation Committee	02/26-03/05/2021
8.* Selection of Finalist	Evaluation Committee	03/12/2021
9.* Best and Final Offer	Finalist Offerors	3/15/2021
10.* Finalize Contractual Agreement	Requesting Department/Finalist Offerors	03/15-03/19/2021
11.* Contract Award	Requesting Department/ Finalist Offerors	3/19/2021
12.* Protest Deadline	Central Purchasing Office	+15 days

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe Fire Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by **3:00** pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00PM MST via Zoom.
https://santafenm-gov.zoom.us/j/96578889895?pwd=NkE3MmRrbmpHSW80T3kxZnE2a20zdz09
Meeting ID: 965 7888 9895
Passcode: 062393
Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. **All Potential Offerors are required to participate in this Pre-Proposal Conference.**

Attendance at the pre-proposal conference is considered a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until **2:00PM MST/MDT** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and **APPENDIX A**).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be composed of the two (2) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.3 Mandatory Specifications.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible

thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in

this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the

right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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

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

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be

3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The City shall not award a business both a resident business preference and a resident veteran business preference.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit **only one (1)** proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) **unredacted** (def. Section I.F.38) ELECTRONIC version of the requisite proposals for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.35) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Desirable Specification
    5. Local Preferences (if applicable)
G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form **(APPENDIX D)**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

For organization and scoring purposes, the Scope of Work is broken into three categories. They will be organized by scoring category and then by Mandatory/Desirable. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:
            - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
            - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators.
    - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
    - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
    - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.

- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) **Relevant experience:** Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. MANDATORY SPECIFICATIONS

A. <u>Front End and Data Capture</u>

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365

3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:
    - All sections will have architecture that:
        - Is user-friendly;
        - Allows customization of data fields;
        - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
        - Allows customization of workflow of records for QA and billing function;
        - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
        - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
        - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);
    - EMS section:
        - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
        - Create custom reports as needed by SFFD staff
    - MIH section:
        - Closed-call rules for prevention, response and follow up operations;
        - Create custom reports as needed by SFFD staff
    - FP section:
        - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
        - Create custom reports as needed by SFFD staff
    - RMS section:
        - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
        - Create custom reports as needed by SFFD staff
2. **IT support:** supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training.
   Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.

- Explain if there is a live CAD view of the system for users.

5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

4. DESIRABLE SPECIFICATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to “pin” a location based on the device’s geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in **APPENDIX D**.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	**200**
B. 2. Organizational References	**90**
B. 3. Mandatory Specification	**320**
B. 4. Desirable Specification	**140**
C. Business Specifications	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	**250**
TOTAL POINTS AVAILABLE	**1,000**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**30**
C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**60**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (200 pts)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

2. B.2 Organizational References (90 pts)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided

by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

- *Reference 1: 30pts*
- *Reference 2: 30pts*
- *Reference 3: 30pts*

3. **B.4 Mandatory Specifications 320 pts**

   Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's detailed response to each mandatory. In addition, points will be awarded based on Offeror's candid and well-thought-out response to the mandatories.

   - *Front end and data capture*: *120*
   - *Back end and data organization, storage, and analysis: 100*
   - *Compliance and interface: 100*

4. **B.5 Desirable Specifications 140 pts**

   Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's detailed response to each desirable specification.

   - *Front end and data capture: 50*
   - *Back end and data organization, storage, and analysis: 50*
   - *Compliance and interface: 40*

5. **C.3 Letter of Transmittal (See Table 1)**

   Pass/Fail only. No points assigned.

6. **C.4 Campaign Contribution Disclosure Form (See Table 1)**

   Pass/Fail only. No points assigned.

7. **C.6 Cost (See Table 1) 250 pts**

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

8. C.7. Local Preferences

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

   a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

   b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Comprehensive and Integrated Software Platform
RFP# 21/26/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **January 30, 2021 at 3:00 pm**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with **APPENDIX H**.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: **Comprehensive and Integrated Software Platform RFP #21/26/P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided

without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **<Enter Contractor Name>**herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "You" and "your" refers to **(Contract Name)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:

For organization and scoring purposes, the Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).

■ EMS section:
- Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
- Create custom reports as needed by SFFD staff.

■ MIH section:
- Closed-call rules for prevention, response and follow up operations;
- Create custom reports as needed by SFFD staff.

■ FP section:
- Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
- Create custom reports as needed by SFFD staff.

■ RMS section:
- Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
- Create custom reports as needed by SFFD staff.

- **IT support:** supply on-call technical support as needed for users and administrators.
  - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
  - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
  - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
  - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01		$
02		$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

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

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed

Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the

extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

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

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

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court

order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's

company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

40. **Suspension, Delay or Interruption of Work**

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

41. **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:

To the Contractor:

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

To the Contractor:

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.

42. **Succession**

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	
Basic package (all mandatory specs met)	Recurring fees/year	4	
Additional feature 1	Initial Roll out	1	
Additional feature 1	Recurring	4	
Additional feature 2	Initial Roll out	1	
Additional feature 2	Recurring	4	
Additional feature 3	Initial Roll out	1	
Additional feature 3	Recurring	4	
Follow the same format below for more features. Use additional sheets if needed.			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (07/01/2021 thru 06/30/2022) Price: $_____

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $_____

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $_____

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $_____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21/26/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by **February 23, 2021 @ 3:00 pm MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21/26/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Fire Department via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than **February 25, 2021 5:00pm (COB) MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at (505) 629-2258 or fapplewhite@santafenm.gov . When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you are providing a reference for (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? (QUALITATIVE)
   COMMENTS:

2. How would you rate this firm's knowledge and expertise? (QUANTITATIVE)
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility and responsiveness in assisting you with changes you need to make? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with the IT Support provided by the vendor? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the training you received initially and or for the duration of your contract? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating? (QUANTITATIVE)

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the software overall?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied? (QUALITATIVE)

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied? (QUALITATIVE)

COMMENTS:

10. Would you recommend this vendor's services to your organization again? (QUALITATIVE)

COMMENTS:

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Firm, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Firm was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on

file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX I

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2020 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.10 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

ImageTrend's Response to City of Santa Fe's RFP# 21/26/P for Comprehensive and Integrated Software Platform – Technical Proposal

February 23, 2021

City of Santa Fe
Purchasing@santafenm.gov

Presented By:
Michael J. McBrady
Chief Executive Officer
&
Joseph T. Graw
President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

IMAGETREND®

TRANSMITTAL LETTER

February 23, 2021

City of Santa Fe
Via Email to Purchasing@santafenm.gov

Dear Sir / Madam,

ImageTrend is honored to respond to the City of Santa Fe's Request for Proposal for a Comprehensive and Integrated Software Platform.

ImageTrend believes in serving our clients' communities, no matter how big or small, every day. ImageTrend's mission is to create a better world through technical innovation and envisioning what is possible. We feel our values echo those of Santa Fe, and our business practices and solutions will continue to make a positive impact on your community.

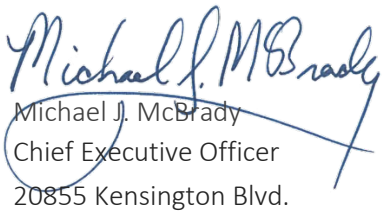
ImageTrend's solutions will empower you through technical innovation. Your RFP states you are looking for a completely 'turn-key', Commercial-Off-The-Shelf (COTS) software solution. ImageTrend Elite™ will provide this to you. You are looking for a solution that is scalable and integrated; Elite is a scalable answer to your needs, and offers more interoperability than any other COTS solution on the market today.

Your pre-hospital data collection needs are constantly evolving, especially during the COVID-19 pandemic. Elite will continue to give your responders a quick, easy and intuitive user experience, allowing them to document data faster, leaving them more time to complete the most important part of the job: patient care.

You will find the executed Letter of Transmittal Form (Appendix E) in the Appendix of our proposal.

We have taken great care in preparing our response to your RFP and we look forward to hearing from you. ImageTrend would be honored to enter into a relationship with the City of Santa Fe.

Sincerely,



Michael J. McBrady
Chief Executive Officer
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671
Email: proposals@imagetrend.com

B. CAMPAIGN CONTRIBUTION FORM

Please see our signed Campaign Contribution Form (Appendix B) in the Appendix of our proposal.

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D. RESPONSE TO CONTRACT TERMS AND CONDITIONS (FROM SECTION II.C.15)

ImageTrend makes no exceptions to the City's Draft Contract (Appendix C).

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS (FROM SECTION II.C.16)

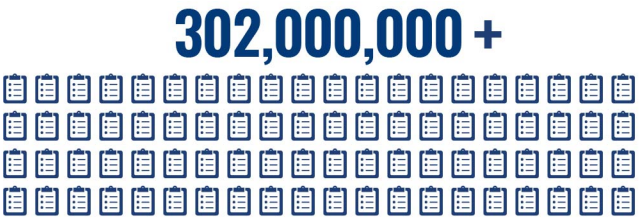
See additional terms and conditions included in the Appendix of our proposal which ImageTrend seeks to have included in the resulting contract.

F. RESPONSE TO SPECIFICATIONS

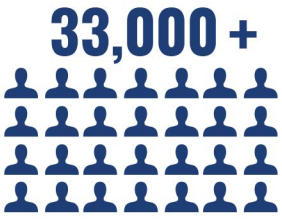
ORGANIZATIONAL EXPERIENCE

A. Relevant experience: Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

ImageTrend was established in 1998 and remains a privately held corporation headquartered in Lakeville, Minnesota. From the company's humble beginnings, to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. ImageTrend has experience in very large systems including being the repository for 41 EMS state agencies, local agencies including fire departments of all sizes, averaging 33,000 different daily users in Elite and housing over 302,000,000 EMS records in our ePCR solutions.

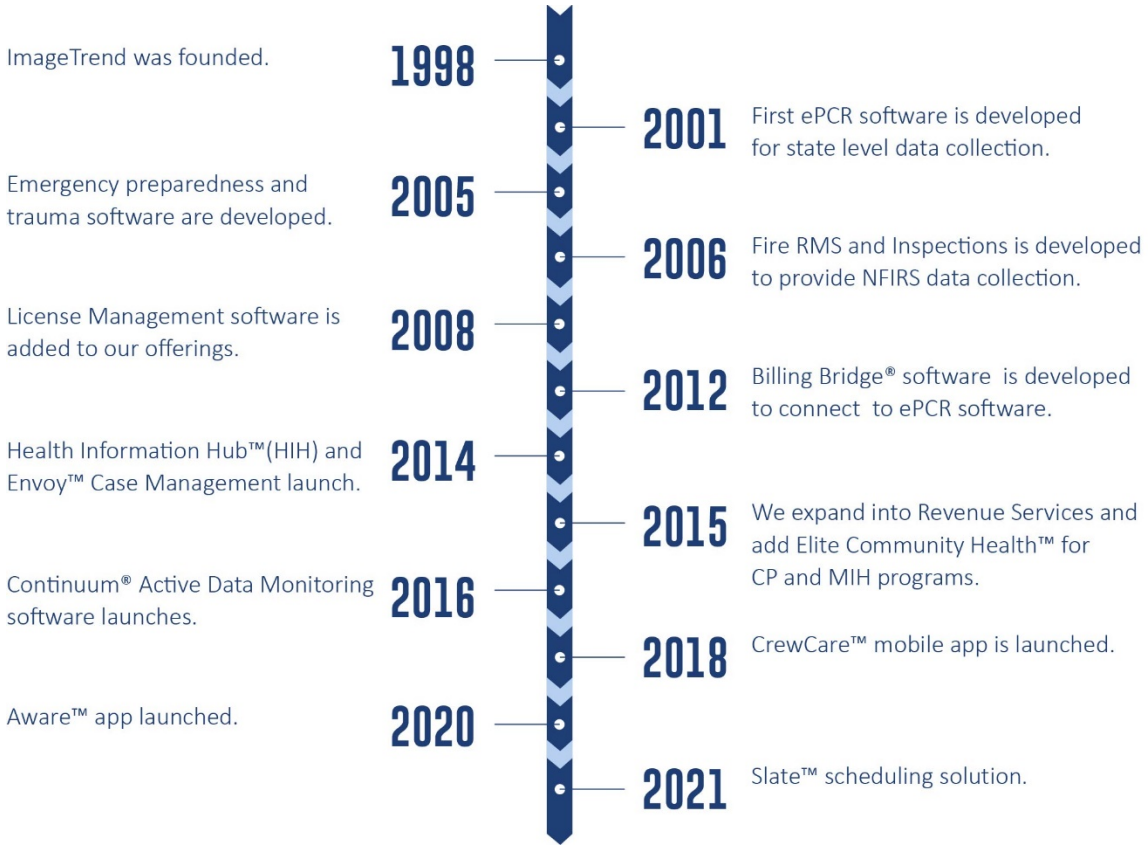


EMS Records



Daily Users

Over our 23 years in business, we have grown into numerous markets – billing, healthcare, emergency services, license management and first responder mental health, while remaining leaders in interoperability by delivering comprehensive and fully connected solutions. Our market reach has grown over the years, but our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.



B. Brief bio: Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

After business award, ImageTrend's Client Services team will work with you to determine your specific implementation needs. We will assign specific personnel, with experience tailored to your specific needs, develop timelines and deliverable milestones. ImageTrend looks forward to this conversation. In the meantime, please see our leadership bios for our Client Services team below.

Andria Sommers
Implementation Manager
asommers@imagetrend.com
Phone: (952) 469-6165

Education: BA – International Relations, University of Minnesota, Minneapolis, MN

Module Areas of ImageTrend Expertise: EMS/Fire, ImageTrend Elite

Background: Andria Sommers joined the ImageTrend Implementation Team in January 2016. Sommers has over 19 years of experience in software implementation and project management including experience managing the development of software applications. Sommers leads implementations for

states and large counties on Elite. Sommers enjoys collaborating with the client on their implementation and guiding the client and their project from inception to go live. Starting in 2020, Sommers oversaw all of the implementation initiatives in the organization as the Implementation Manager and continues to do so today.

Adam Lindquist
Support Manager
alindquist@imagetrend.com
Phone: (888) – 730-3255

Education: Engineering program, Normandale Community College

Background: Adam Lindquist has worked at ImageTrend for over nine years in the Support Team. Lindquist is a subject matter expert in functionality and operability across multiple application platforms. He develops new support talent and innovative new methods for delivering a more effective and efficient support experience to clients. Beginning in 2020, Lindquist is the manager of the entire Support Team.

C. Past projects: Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

We have had the pleasure to work with 41 states and many agencies of varying sizes utilizing the Elite platform. Two successes include the City of Las Vegas and the City of Tacoma Fire Department. There were many contributors to their successful implementations and use of our products. First, both teams ensured they had adequate representation from their departments. Each department had a team of 3 to 5 implementation team members who were keenly aware of their business processes and protocols and represented different areas of their organization (management, clinical, IS&T). Their members were technically savvy, motivated and were very well versed in their current workflows and what improvements they may be seeking with the new software solution. Their departments afforded them the time needed to implement and test the solution and develop a cut over plan which included user acceptance testing, state export testing, full lifecycle and end user testing and eventually transitional go live assistance, etc.

Another key contributor to their success was regular communication. We met routinely with the implementation team and we met at a defined frequency with the key stakeholders to ensure the project was staying on track and we were able to pivot if the team identified a need to do so. Overall, each project went exceedingly well.

There have been implementations that have not gone as well as those described above; however, we are just as committed to those implementations as those that run smoothly. One of the largest inhibitors to success is setting proper expectations. Our Implementation and Education Teams recognized this as an opportunity so we worked with our internal teams to develop and implement a plan to itemize the implementation and education tasks. We provide a copy to each client so the plan can be modified to include other aspects of the implementation that may be specific to them but integral to the success of

the implementation - for example, hardware purchases, EKG integrations, etc. We will often refer to the plan to evaluate progress and together discuss options if the plan begins to shift.

Additionally, we see communication as being a very important key to success. As mentioned above, we believe partnering with your department is the key to our collective success. With large implementations, we schedule periodic stakeholder meetings to ensure there is visibility into the project timeline and this offers us the ability to engage others as necessary to ensure our project's success.

ORGANIZATIONAL REFERENCES

ALBUQUERQUE FIRE RESCUE

Contact:	Adam Eakes
Title:	Deputy Chief of Planning and Logistics
Address:	11500 Sunset Gardens SW, Albuquerque, NM 87121
Phone:	(505) 768-3537
Email:	aeakes@cabq.gov
Product Description:	Elite, Billing Services, NFIRS, CAD Integrations, Elite Community Health, Site to Site transfers
Technical Environment:	
Implemented:	February 2015

Description: One of the largest group operations in the State of New Mexico using much of the aspects of the system across one universal city-wide application. They are the largest agency in providing 911 EMS/Fire in New Mexico. Inspections both online and offline is a key part of the program for the Fire Marshal. They use Elite to transfers between Albuquerque Fire and Albuquerque Ambulance.

City-wide

Online

Offline

"Albuquerque Fire Rescue is a very satisfied user of ImageTrend Elite. It continues to serve our department needs well and we would recommend this company for any fire department. We would choose to do business with ImageTrend again."

- Nathaniel Meisner, *EMS Division Captain*

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

BERNALILLO COUNTY FIRE & RESCUE

Contact:	Ezekiel (Zeke) Padilla
Title:	Division Chief of Support Services
Address:	6840 2nd St NW, Albuquerque, NM 87107
Phone:	(505) 468-1346
Email:	epadilla@bernoco.gov
Project Description:	Elite Rescue, Continuum, Investigations, Hospital Hub, Training/Activities, Check List, Inventory Management, Site to Site Transfers (Software Applications)
Technical Environment:	
Implemented:	June 2019

Description: Bernalillo County is part of Albuquerque Ambulance response area and neighbors to Albuquerque Fire. Using ImageTrend Elite Transfers Bernalillo Fire and Rescue is able to generate an incident and digitally hand it off to transport agency Albuquerque Ambulance.

Elite Rescue

Continuum

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

SURPRISE FIRE DEPARTMENT

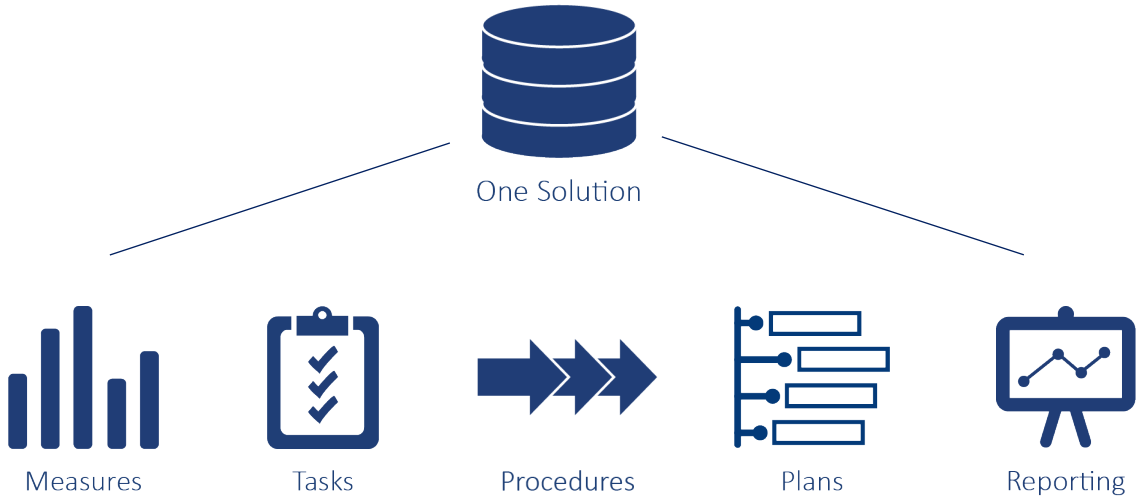
Contact:	Brenden Espie
Title:	Assistant Chief
Address:	16000 N. Civic Center Plaza, Surprise, AZ 85374
Phone:	(623) 222-5000
Email:	Brenden.espie@surpriseaz.gov
Project Description:	Elite Rescue, Continuum Investigations, Inspections, Permits, Hospital Hub, Health Information Hub, Mobile Integrated Health (Software applications).
Technical Environment:	
Implemented:	May 2017

Description: Surprise Fire and Medical is recognized for their expansive use of ImageTrend's Elite suite of solutions. From our combined EMS/NFIRS, Fire Prevention, Fire Marshal's Office to our advanced reporting tools (Continuum) Surprise Fire and Medical

The Fire Marshal uses the system heavily and has been a power user for years. The Elite modules have been tweaked and enhanced in ways that integrate the entire system in one superior Fire Management Operation. With measures, tasks, procedures, plans, and reporting all coming together in one unified solution. They love the single log-in, single point of support and common usability for all the tools.

"It's been refreshing to change from a previous vendor to something that is innovative... they [ImageTrend] take your feedback, they're willing to make it better. I mean that's awesome. Then the fact that you can access it on any device. The fact that you can automate the reports. You can customize it - that's why you go with this product. It works. It's the standard. It's the gold standard...for fire based agencies."

- Kevin Spirlong, *Division Chief of Strategic Planning, Analytics & Emergency Management*



Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
Address:	20855 Kensington Blvd, Lakeville MN 88044
Phone:	(952) 469-1589
Fax:	(952) 985-5671
Email:	jgates@imagetrend.com

MANDATORY SPECIFICATIONS

A. Front End Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. User-friendly front end: Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:

   Elite was designed to be user friendly and intuitive across all modules. The interfaces and forms between both EMS incident and NFIRS reporting, although utilize different National Standards, is consistent. Crews and administrators alike, will not need to learn different interfaces to navigate between modules. Elite looks and "feels" the same on any supported device including Android, Apple or Windows. Your data is not co-mingled on the same database as other clients. Each Elite client has their own database where information is securely stored using a proprietary schema.

   Elite provides seamless integration between modules. EMS responses can create/merge data into an NFIRS record automatically. Data collected in NFIRS is available in the Locations, Occupants, and Inspections module and vice-versa. For example, if crews respond to a fire incident that is already in your database as a Location record, they will have the ability to import pre-defined information directly into their NFIRS record reducing data entry errors.

   ImageTrend works closely with our customers to design the Elite user experience; giving you the ability to design the user's documentation workflow and documentation order. Any field can be defaulted to an answer, if desired. Elite has a similar design in all modules within the system, allowing for ease of training of all users between modules. Elite has different types of fields depending on the type of data being collected. There are big buttons for single selects, multi-selects and grids for one to many options. Validation rules "flag" fields in real-time as the user documents to indicate required fields that must be completed by the end user to reduce documentation time typically spent searching for the required fields. Additionally, there is a search box allowing users to type in a portion of the field title that will navigate the user to the searched field with a click of a button. Supplemental forms created by the administrators enhance inspection documentation time, supplying the inspector with pre-defined inspection questions and correlating violations to increase productivity.

   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.

     Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without user

intervention, based upon predefined criteria. The incidents must meet before the incident will post and return information indicating the incident post to state was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where fellow clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, Validation Rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule, including any NEMSIS field, state defined field, or Supplemental Questions. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the middle-bottom of the form with additional validation information regarding the current validity score and the missing items that require attention with an easy re-direct to field locations remaining documentation. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly. System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

User-defined questions or Supplemental Questions are supported in Elite at the site level and/or agency level. This is a permissions based feature. Supplemental Questions can be required or conditionally validated.

- MIH: create records-capture capability for prevention, response and follow up operations.

  Elite is a multi-faceted records management system that provides additional modules. Community Health™ is one of those modules specifically designed around community paramedicine (CP) for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Elite Community Health module, administrators are able to build a configurable CP template designed to track patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation. Inside the template, patient and EMS related worksheets can be attached to complete during the patient visit to gather additional information above and beyond the visit specific info. This

can allow for collecting information regarding the initial assessment, home safety surveys, program specific questions regarding patient progress, timed up and go assessments, etc.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside the Patient Timeline within the ePCR or inside the Community Health Visit. This provides the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data information including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history. This provides an Impact Score™ to determine patient enrollment by program.

- FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.

  Elite Field™ Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the international fire codes available in many different years. If the international building codes is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department that can be emailed or mailed to responsible parties.

  Elite has a Permits module that is tied to Locations, Occupants and Inspections. Permit types to be tracked are created by the fire department. Fees can be added to each permit type for financial tracking. When creating a permit type, the user can associate any tasks that need to be completed or inspections before the actual permit is generated. The actual permit design can be created by the system administrator so that key information is presented on the permit with the department's logo.

- RMS: create records-generating capability for incident capture including all Federally- required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.

  Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flag" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit department terminology.

Users with permission to add or edit Fire incidents can modify the data entry even if the data came from a CAD system. Personnel can be added manually to apparatus, can be added each day to Daily Roster to their assigned apparatus during their shift to populate in the Fire incident when the apparatus is manually added, or through a Scheduling/Staffing solution integration that would automatically pull personnel into the Apparatus module. Incident zones, districts or census tracts can be managed manually or automated, if provided by the CAD vendor. Attachments can be added to the incident and can be saved in a variety of formats, from picture to text, and sizes.

Every incident in Elite can be assigned an incident status to indicate workflow state of the incident. The status routes the incident to the correct person for the QA process, or can indicate edits needing completion. Custom built Worksheets, Supplemental Questions service defined questions, or Special Study Questions can be created within the user interface by an administrator for personnel to collect additional information above and beyond the fields NFIRS provides such as juvenile fire setter information, signatures, COVID-19 related questions, exposures, etc. All of these fields can be reported on within Elite's proprietary and robust reporting tool, Report Writer. Elite includes the Basic Narrative, Additional Narratives that indicate the narrative author and can lock from other's editing, and an apparatus narrative.

Elite has an integration with fire recovery for NFIRS and/or inspections billing.

2. Uptime: Guarantee 99.9% uptime 24/7/365

Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Record transfer: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)

Elite ePCR incidents can be transferred from device to device within the department, transferred to another agency that uses Elite on another Elite site, or to another vendor. There is no development required on ImageTrend's side to be able to transfer ePCR incidents from Elite to another vendor; however, another vendor may require development to consume the transferred file. A setup and maintenance fee is associated with transfers to another Elite site and/or to another vendor.

4. Property inspections: Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

Elite's Inspections module allows administrators to create and customize as many inspection types as desired within the user interface. Administrators can create as many customized inspections checklists as needed to create an easy to use system that allows all inspectors to follow the same workflow based upon inspection type. The inspections checklists are called Supplemental Forms, and are embedded within the inspection report, allowing the inspector to document violations predefined by administration. All types of property records can be entered

into Elite. Records can be a single location and occupancy or many occupancies linked to a location in the example of a strip mall.

The Mobile Fire Inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the IFC available in many different years. If the IBC is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department and can be emailed or mailed to responsible parties. Mobile Fire Inspections allows for printing of violation letters from the mobile device.

Each occupant can be placed into a reoccurrence pattern of inspection that should happen every X number of months. The inspection can be scheduled to a person, station, shift or combination of those elements. Through Report Writer it is easy to show upcoming inspections or businesses that have not been inspected in a given time period.

5. Online User Capacity: Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)

ImageTrend does not limit the number of users in any capacity. Our licensing model is not based on the number of concurrent users and we do not restrict clients by "per person" licensing systems. ImageTrend has 41 state that use Elite as their direct entry site. As an example, Maryland's state Elite system has over 21,000 user accounts that work at various departments in the state all using the state's site. Many thousands of users can be logged into a site at the same time without issue.

6. Training: Within the first year of contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 180 for system users.

Our implementation and education training model includes both virtual and onsite training. Our Education Team will work with your department to determine the best use of the education time purchased as part of your contract. Our Education Team is well versed and can make recommendations on targeting which teams to educate, the length of time for each session and the topics covered. Ultimately, we will partner with your agency in those decisions about with whom and where the training is targeted.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best

learned after there is real data in the site. For example, QA/QI and ad hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. User-Friendly Back End: Create a user-friendly back end to manage data fields, workflows/closed- call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:

- All sections will have architecture that:
  - Is user-friendly;

    Elite is very user friendly. Template workflows can be managed by system administrators to fit the City's desired workflow and documentation order. Validation rules "flag" fields in real time as the user documents to indicate required fields must be completed by the end user to reduce documentation time typically spent searching for the required fields. EMS/Fire Forms, Validation Rules, Power Tools, Situation Tools, Worksheets, Supplemental Forms can all be created by the administrators to enhance documentation time and to increase productivity.

  - Allows customization of data fields;

    Elite's Dataset Manager provides the functionality to determine the values available to document in an incident for fields such as medications, procedures, impression, etc., as well as NFIRS fields. Administrators have the ability to activate/inactivate and use relevant values, and adjust the label of the value in order to be recognizable by the field user based on local nomenclature. All NEMSIS and NFIRS fields are available to be adjusted as necessary. Additionally, for extra fields built above and beyond NEMSIS/NFIRS standards, you can add +1-codes that will help improve documentation of data collected.

  - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

    The validation engine in Elite is available to the system administrator at any time to make changes to required fields throughout the application. The validation engine allows the agency to modify when fields are required and set a point value to the rule. Fields can be weighted showing the user which fields are most important. In Elite Field, closed call rules can be established to let the user know what fields cannot be missed and are

required in order to post the call from Elite Field to the website. All required fields are visually identified in the application and have a score at the bottom of the screen. Validation scores are calculated in real time, without the need for a provider to take action, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

Closed call rules can be applied to the ePCR in Elite Field. If the closed call rules are not satisfied, a user cannot post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

- Allows customization of workflow of records for QA and billing function;

  Client-driven Validation Rules clearly identify fields configured as required for report completion and can be accessed easily in several ways including a single click "jump to" function. Each record has a status that can be used as a workflow engine to determine if further review is needed.

  Elite provides a QA/QI module that we call Continued Quality Improvement (CQI) which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review.

  Elite's CQI module allows the reviewer to see the incident's validation score in addition to the CQI validation score. This score is the result of the EMS incident form's data and the CQI rules to check the information entered by providers is documented as required to drive clinical monitoring and performance improvement. The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions the author of the PCR can review the feedback and respond to close the CQI loop.

  The Elite Inbox includes ability to set up messages to send to external emails, or message within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident, through the CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.

  Closed call rules can be applied to the ePCR in Elite Field or Elite web and be required with finish incident settings. If the closed call rules are not satisfied then a user cannot

post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

The Elite Form Manager allows administrators the ability to manage and build templates, edit, set defaulted values or hide fields based upon agency defined workflows. The ePCR template is completely configurable. Defaulted values can be preset for fields that can be set as read-only or inactivated to hide that value from the end user. Form Manager uses a "Drag and Drop" configuration of the form template to allow easy administration of the template. The estimated percentage of fields that are configurable would be around 95%. The estimated percentage of labels that are configurable is around 100%. The estimated percentage of field titles that are configurable would be around 100%.

Preset Values make it simple and easy to create commonly used incident scenarios to determine field values consistent for that situation, like documenting a cancelled call, with a click of button. Any field can be defaulted to an answer, if desired.

- Creates “parent/longitudinal” records for individuals, businesses and locations across sections;

  Occupant records are tied to the parent location record, which contains all historic past and current occupancy records giving the full historical information for a single location. Inspections can be scheduled manually or through an automated scheduling system, tying occupants to the specific inspection schedule. User permissions are controlled by the system administrator. Permissions can be given to allow users to read only existing occupant records, edit existing occupant records, add new occupant records, or have full control for occupant records. With add permissions, a user can add new occupant records to the location (building address) and complete all required data for the occupant, including contact information, maintenance records, preplan information, hazardous materials, etc.

- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on “parent/longitudinal” records);

  Elite's Report Writer is a proprietary reporting tool complete with over 160 prebuilt reports capable of customization to save as a new, personalized report. Ad-hoc transactional reports are simple to build, and include NEMSIS or custom built questions into the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send or exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report.

  ImageTrend's Visual Informatics™ is available to create tabular or graphical reports. This allows the user to create custom reports that can be easily consumed by many different stakeholders. The tabular reports work similarly to pivot tables for users that are familiar

with Microsoft Excel. These types of reports are available only for incident data in the NEMSIS data set and NFIRS. These reports can be saved and scheduled for later use. With ImageTrend, user security is strictly enforced allowing only users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions: choose field properties; define selection criteria; configure report layout options; save reports; schedule reports; and set up report permission.

Continuum® is another reporting tool that can provide near real time alerts, based upon different events that are specified by the department. For example, the department could track overdoses looking for trends in the data. Continuum allows administrators to create dashboards and playlists that can be published to public facing websites for anyone to view.

Data Mart™ is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting databases into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

With the Data Mart, your data is transformed into structures designed, tuned and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. The Data Mart is analytically structured and well documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels.

Further below in our proposal, we have provided more detailed visual content regarding Visual Informatics, Continuum and Data Mart.

- EMS Section:
  - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management

    Validation rules are supported in Elite. Elite has a library of resources including validation rules published by ImageTrend and various other states and agencies using Elite as their ePCR platform. Our Library has several validation rule books available from which to choose to enhance current reporting requirement above state and national requirements. Additional validation rules can be added by the user within the user interface quickly and easily, to require the rule to be satisfied before transferring or posting the incident.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer and Visual Informatics. These report writing options have been discussed in length in our proposal response.

- MIH Section:
  - Closed-call rules for prevention, response and follow up operations;

    Validation rules can be created in the user interface, by an administrator, to streamline and require field documentation and ensure consistency for Community Health visits.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer as was discussed in length in our proposal response.
- FP Section
  - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;

    Elite has not implemented closed call rules for inspections and investigations as it has for ePCR and NFIRS records. Closed call rules in Elite prevent records from reaching the server until all rules are satisfied according to the setup. ImageTrend has created the ability for end users to build their own dynamic validation rules for Locations, Occupants, Inspections and Investigations modules. Validations can still be used to determine level of completeness of a record and ImageTrend has made it easy to view incomplete or partial records.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.
- RMS Section:
  - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;

    Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flags" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit the department's terminology.

    System administrators have the ability to add fields and validation rules to require such fields for fire recovery. Using the Elite finish incident settings will allow the system

administrators to assure an NFIRS report will need to have all required fields before being able to be marked completed.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.

2. IT Support: supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Dashboards: Provide customizable dashboards for administrators and managers.

ImageTrend acknowledges and complies with this requirement. Report Writer provides the ability to create reports against any Elite data set. User can create Report Writer dashboards that use any of these reports. Continuum also allows you to assemble into Playlist dashboards for expanded BI capability.

4. Flags: Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).

ImageTrend acknowledges and complies with this requirement. The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

5. Longitudinal data: Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.

ImageTrend acknowledges and complies with this requirement. The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. Each time a field user documents any demographic related fields, such as gender, birth date, first name (even as little information as an initial), or last name, the user receives a notification of potential matches. As the user enters more information, the potential match count is narrowed down. End users can also use the search the Repeat Patient database button to look by any of the following fields to locate their exact repeat patient to download into the ePCR: patient first name or last name; date of birth; gender; patient address; exact social security number (SSN), last four digits of SSN, or through the use of a Hospital Information Hub™ (HIH™) lookup. Once the patient is downloaded into the ePCR, medical history, current medications and allergies, demographic information, billing information and practitioner information can be populated. Repeat Patient download into an ePCR will also display past incident related data, like past incident vitals, impressions, symptoms or display previous medical device images such as 12-lead EKGs from prior encounters, into a timeline to provide the end user a full picture of that patient's history regardless if they have provided care to the patient themselves.

The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions, the author of the PCR can review the feedback and respond to close the CQI loop.

6. Probabilistic matching: Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

ImageTrend does not currently "merge" ePCR records. Elite has functionality to transfer records from agency to agency or within the same agency from unit to unit. A PCR can be started from a first arrived unit and transferred to a transporting unit. The records, if desired to keep separated, can be "unified" within a print report to provide a complete picture of the incident from two different units.

The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. The Elite Repeat Patient functionality was discussed in detail in response to Question 5 “Longitudinal data…” above. If a provider does not see/download a repeat patient into their PCR and creates a duplicate entry, our Manage Duplicate Patient Records interface allows end users to remove unwanted duplicate entries.

7 Host data: Be able to host server and data or work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.

ImageTrend is able to work with Windows Hypervisor.

8. Training: Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

Our implementation and education training model includes both virtual and onsite training. We will assign an implementation coordinator who is your point of coordination for your implementation. Together your implementation team and our Implementation Coordinator will review the implementation schedule, which includes a virtual project kick off, a series of webinars designed to incrementally learn the software over the course of several weeks in addition to onsite training for your administrators, training team and end users.

During the period of site build-out, our teams will meet virtually at a mutually agreed upon frequency, typically weekly for one hour, and educate your team on the features and functionality of the software solution. In addition to these walkthroughs, we have other educational resources to assist with educating your staff. Elite has a comprehensive Help/University with a plethora of articles and professionally recorded videos. Our Education Team conducts free webinars monthly on relevant areas of our software solution. Our Clinical Services Team also conducts regular meet-ups on industry hot-topics. These networking and educational opportunities are well attended by our ImageTrend community and are found to be very helpful for clients at any stage of their implementation or after go live.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best learned after there is real data in the site. For example, QA/QI and ad-hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. Messaging: Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)

The system has Dashboard messaging that the users see upon login as well as the ability to push these notifications via text message through the free Aware™ application. Each user has an inbox that can send and receive messages as well. The data can have a link to an incident, if needed. The system can alert a user that they have a message and need to log into Elite to access the data in the message. Inside of the system there is no limit on the data in the message.

Further below in our proposal, we have added our Aware product description.

2. Referrals: Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.

Elite has the ability to identify an incident to be referred to MIH as well as being able to flag incidents for a quality assurance review that can be then reviewed in the CQI module or through Report Writer.

3. Alerts: Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with on . Please contact " or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non- emergency and/or administrative staff.

Elite is a multi-faceted records management system that provides additional modules including Community Health, which was previously discussed in detail, is a module designed around CP in order for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Community Health module, administrators are able to build a configurable CP template designed to track the patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. Enrolled programs and status tracking included as a chronological list of contact history with the patient, including

EMS, CP visits completed worksheets, or any contact types made and tracked within the record and module to provide the most comprehensive patient history available. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside either the patient timeline inside the ePCR or the Community Health Visit providing the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data info, including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history which provides an impact score to determine patient enrollment by program.

Elite provides a QA/QI module that we call CQI which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review. Responses can be exposed to the original crew member making report, within the incident to see overall documentation reviews results. Inbox messages can be shared within the CQI module.

The Elite Inbox includes the ability to set up messages to send to external emails, or messages within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident through CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

Inspection properties and re-inspections will display within the Occupant record displayed to all relevant users.

4. PSAP: Create and maintain interface with PSAP

- PCR fields should autofill from CAD wherever appropriate.
- Explain if there is a live CAD view of the system for users.

ImageTrend has integrated with over 50 CAD vendors. During implementation, the CAD Implementation Coordinator will provide a CAD mapping workbook ImageTrend uses to ensure that the CAD fields and values are mapped to the appropriate ePCR or fire values. Upon completion of the integration development, CAD data can then be downloaded into the ePCR and will populate the field values correlating to the CAD fields, saving the end-user documentation time and removing human error. The methods in which we can integrate data with CAD vendors are a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users. In Elite Field for EMS ePCR documentation, the user can view all CAD incidents or filter by their specific unit to select and download the call into the ePCR.

5. Staffing Software: Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.

ImageTrend offers Slate™, a proprietary staffing and operations management solution; however, Elite does offer interfaces with several staffing solution third party vendors, such as Telestaff, CrewSense, Aladtec, etc. If the selected third party staffing solution vendor is not any of the listed vendors, ImageTrend would be open to integration discussions, opening into a collaborative discovery process with the vendor and creating a Statement of Work (SOW) to accomplish desired integration. Please see our Statement of Work Process included in the Appendix of our proposal.

6. Billing: Create interface with billing company

ImageTrend supports the automation of billing files and NEMSIS files. Automated billing exports can be added on to each agency, as needed and contracted. Files are not automatically exported until all business rules are satisfied. The business rules are established by the system administrator or the agency administrator (based upon permissions) during implementation. EMS incidents are exported automatically via the NEMSIS web service or to a secure FTP location.

- **If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.**

  ImageTrend's auto export to your billing services vendor is a standard tool with years of reliability. Should there be any issues or interruption in data submissions, ImageTrend would consider it a high priority to get the issue resolved. Once the data is successfully delivered to the billing services vendor, ImageTrend no longer has any control over the process.

7. HIPAA/HITECH: Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)

ImageTrend is a leader in information security and compliance. Each year we get third party assurance that your data is kept secure in accordance with the HIPAA/HITECH Security Rule. ImageTrend software applications and our hosting facility are held to this high standard of security and compliance. To be compliant with the HIPAA/HITECH Security Rule with control mapping to NIST 800-53 cybersecurity framework, the entire process of how the application is constructed and deployed must meet compliance standards - ensuring privacy by design. Our hosting provider maintains up-to-date SOC1, SOC2 and PCI-DSS reports for the physical safety and availability of the system.

8. NMEMSTARS/NEMSIS: Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.

Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without human touch, based upon predefined criteria the incidents must meet before the incident will post and return information indicating the incident post to the State was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where ImageTrend clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, validation rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the bottom of the form with additional validation information regarding the current validity score. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored “red" to indicate they need to be filled out correctly.

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

9. HL7: Maintain compatibility with HL7 for EMS and MIH records

ImageTrend's Health Information Hub (HIH) has the ability to securely exchange data using many protocols, including HL7. ImageTrend has completed a number of HL7 interfaces to date using the HIH. ImageTrend would have to work with another vendor to build a SOW to determine if any custom development would be required to complete an interface beyond using HL7 as the language to communicate. Please see our Statement of Work Process included in the Appendix of our proposal.

10. Cardiac Monitors: Create interface with cardiac monitors

Currently, ImageTrend is able to interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. Elite supports EKG data transmission using Bluetooth, cable, or internet, depending upon EKG and device capabilities. Each EKG vendor has software they rely on to transmit the data to the PCR. It is possible to include more than one device's data within a single PCR. As an example, it is possible to have a first responder capture a 12-lead and later capture a 12-lead from an ambulance.

When a new device is introduced to the market, ImageTrend works with hardware manufacturers and our customers to make sure the dataset has a place to document the needed information within our application.

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Data from cardiac monitors can be imported hardwired, Bluetooth or through a cloud integration. The method to move the data is determined by the hardware used by the department and configuration of the EKG monitor. If using and IOS or Android device, the Cloud would be the only way to interface. On Windows devices, any of the listed methodologies will work.

DESIREABLE SPECIFIATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. Optical character recognition: Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.

ImageTrend acknowledges and complies with this requirement. Driver's license scanning or swiping is supported depending on the hardware device being used. If the user is completing their documentation on an IPad, then the camera can be accessed to become a 2D barcode reader pulling in all data available based upon the state. Hospital barcodes can also be scanned into the ePCR.

2. Location pin: Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

Elite does not currently have the ability to "pin" a location within an incident or incident location to correct a CAD error. CAD latitude and longitude data can be populated in the incident fields. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the ePCR.

If the client is looking for the ability to "pin" a location to compare CAD coordinates provided, ImageTrend would require discovery of the requested work and a mutually agreed upon SOW. Please see our Statement of Work Process included in the Appendix of our proposal.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data:

1. Data migration: Migrate historical records into new platform:
By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

ImageTrend can support the migration of legacy ePCR incidents into Elite provided the data is presented in a compliant NEMSIS V3 xml format. Elite has a client facing import utility to import legacy fire incident data. Legacy fire incident data must be in the standard NFIRS text file format. Legacy resources can also be imported into Elite to facilitate your site build-out. Your Implementation Coordinator will provide you with our import workbooks for Vehicles, Users, Stations, Facilities, Locations, Occupants and Zones/Districts.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. Land Use Software: Create interface with Land Use building permits software for plan review

Elite does not currently have an integration with any Land Use software. Integrations to other systems are always possible as long as all parties are willing to be involved in the process. ImageTrend would recommend further discovery to determine if any additional customization and/or if a SOW for custom development would be needed. Please see our Statement of Work Process included in the Appendix of our proposal.

2. IBC/IFC: Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records

Elite Field Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend currently has IFC 2015 and IBC 2015 codes available within our solution. Should your department adopt a more recent version of the IFC or IBC codes, we also have available IFC 2018 and IBC 2018. As new codesets become available from the International Code Council, we continue to add code sets within our solution. All codes can be viewed from within the user interface, activated, inactivated or adjusted as needed by clients. There are bulk actions available to enable/disable entire code sets if you chose to adopt a newer or different version.

3. NFPA: Create an interface to quickly access NFPA standards related to IFC and IBC.

ImageTrend has a user interface where violations codes are managed. Users can activate, inactivate or edit any existing violation codes that are implemented within the system. Users may also create custom violation codes if they have certain local ordinances that are not covered in the national standards.

4. Training and Record-Keeping Software: Create interface with training and record-keeping software Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

Elite has the Activity and Training module, which allows for system administrators, and individuals with permissions, to create and track activity and training initiatives within your organization. These modules leverage the same framework that our ePCR, NFIRS and other modules utilize allowing adding Supplemental Questions, or creating validation rules as needed. The familiar design of the Training and Activities forms provide an easy transition from module to module. All records from the Training and Activities module are held within the context of the specific module as to not co-mingle with other data within the system. All information within these modules are available in our Report Writer solution.

5. Airtraq: Create interface with video laryngoscopy tool (Airtraq). If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.

ImageTrend does not currently have an API integration with AirTraq; however, we do have several customers that currently upload video files from AirTraq intubations. ImageTrend supports a wide variety of attachment types including PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. that can be directly attached to the individual PCR. Several customers currently upload AirTraq videos to the application.

6. LifeNet: Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Elite includes a comprehensive CQI module. Data that is imported from an EKG monitor solution can be viewed within our CQI module limiting the need to access multiple systems. In addition, ImageTrend has built an application through our Elite Desktop client that can open PCO files and view the case file using our Physio-Control Case Viewer.

LOCAL PREFERENCES

ImageTrend does not qualify for local preferences.

OTHER SUPPORTING MATERIAL

ELITE

Elite is a centralized, web-based system that offers fire and pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care, fire prevention and fire suppression while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately improve public health and safety.

Elite Key Features

- ✓ A centralized, dynamic data warehouse with a scalable, open architecture for ever-changing and growing requirements
- ✓ Full NEMSIS v3 compliancy (for both "Collect Data" and "Send and Receive")
- ✓ Full NFIRS 5.0 compliant reporting
- ✓ Secure multi-tiered access to ensure and respect data privacy to HIPAA and other standards
- ✓ Agency administration from an enterprise level, allowing consistency within data entry and reporting
- ✓ Web-based online incident forms for data entry by all authorized personnel
- ✓ Audit validation to track and record access and changes to all ePCR records
- ✓ A robust internal messaging system to allow for easy and quick QA/QI reviews
- ✓ Report Writer, included, offers more than 160 pre-created reports and easy to use ad hoc reporting with advanced query capabilities
- ✓ Locations / Occupants / Inspections module, which allows for documenting and tracking occupant and inspection data such as pre-plans and violations
- ✓ A data exchange module that can interface with many different formats (including NEMSIS v3, EKG, CAD, billing, scheduling and others)
- ✓ The patient centric Timeline view that allows providers to see vitals and procedures within an encounter as well as historic data from previous encounters for repeat patients. Historical EKG images also can be attached to note relevant differences from the current reading that may indicate a cardiac event.
- ✓ Checklists to perform truck checks, station checks and track daily duties in a checklist format to ensure duties are being performed for a well-prepared crew.
- ✓ Fire CQI to enhance your department's documentation standards and perform continuous quality improvement to provide feedback reports to authors.
- ✓ Optional modules:
    - Investigations module, which allows investigators to document all aspects of a fire-related investigation, including witnesses, evidence grids and weather-related information
    - Inspections Field for inspections without a live internet connection
    - Permits (as an extension of Locations/Occupants/Inspections) for managing a location's permit requests and documentation
    - Web-based Hospital Hub™ for secure, online viewing of incoming patients at the receiving facility
    - Elite Field™ for field reporting, EKG wizard and offline data entry capabilities

- Critical Care with special fields and values related to interfacility and air transport
- Visual Informatics for advanced reporting with data mining techniques
- Continuum for information delivered how and when you want it without building reports
- Community Health for management of patient-centric records in a community paramedicine or mobile integrated healthcare (MIH) program

Elite System Architecture

The overall architectural design of the Elite system is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

The Elite data repository is based upon the NEMSIS v3 and NFIRS 5.0 uniform data sets. In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses and SnoMed codes), Elite is also capable of collecting custom elements.

Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the EMS and fire communities. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing among concerned agencies from the local to the national level. The NEMSIS v3 data set populates the database hosted at ImageTrend's secure facilities or at the client's hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

Data Entry

Electronic data entry, whether via the web or in the field clients supports ease of data collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, transfers and medical devices, or as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here, the data is available for querying, comparing, reporting or sharing.

Security

The multi-tiered security module incorporated into Elite meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be created via custom development. All system additions are designed and tested on development servers to ensure desired functionality and full interfacing with existing functionality. This also provides the client with the ability to

review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- ✓ Limited information access for personnel in the field to their personal data and the incidents they document
- ✓ The agency/department manager has access to all of the data on all of the incidents that are handled by his or her agency/department
- ✓ The city administrator has access to all of the incidents for his or her city

ImageTrend's familiarity with all sizes of EMS and fire reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive - and based upon the most current version of the NEMSIS data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

Agency/Department Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as data validation, closed call rules, dataset manipulation, and Form Manager are centrally administered which offers consistent, easy-to-use incident forms.

Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- ✓ Facilities/destinations
- ✓ Station locations
- ✓ Daily roster
- ✓ Alarms
- ✓ Pay rates
- ✓ Agency locations
- ✓ Leave of absence reasons
- ✓ Vehicles
- ✓ Call signs
- ✓ Zones & districts

The user directory allows the department administrators to set up crew members that will have access to the system or that will be available in the list boxes within the incident form allowing for quick selections. This includes auto-populating pay rate and rank to expedite the data entry process.

Validation

Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in data validation includes scoring to ensure data quality. Each field can have its own

value towards the validity score. Items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be completed or filled out correctly. Elite deploys with all the validation rules to necessary for submitting to NFIRS. Fire rules cannot be edited or inactivated but administrators can create new fire rules.

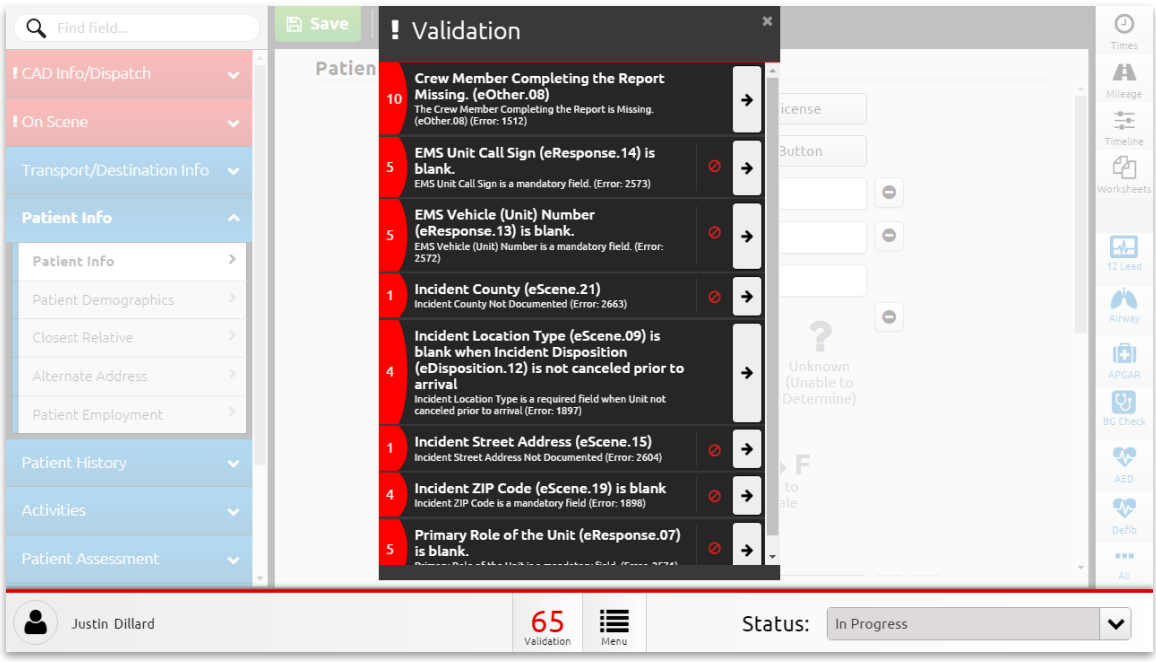


Figure 1. Validation rules with quick links to make corrections on the form.

Closed Call Rules

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies the specified rule(s).

Dynamic Power Tools

Dynamic Power Tools™ allow users to group any grid from Medications, Procedures, Vitals, EKG and Assessments to provide documentation for common situations. These dynamic power tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Situation Tools

Situation Tools™ allow users to group any control from Dynamic Power Tools (except fire-only Power Tools) such as Medications, Procedures, Vitals, EKG and Assessments to provide chronological documentation for common situations. These Situation Tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Form Manager

The Form Manager is used to configure the incident form's layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type, so a cancelled call may have different defaults than a scheduled transport.

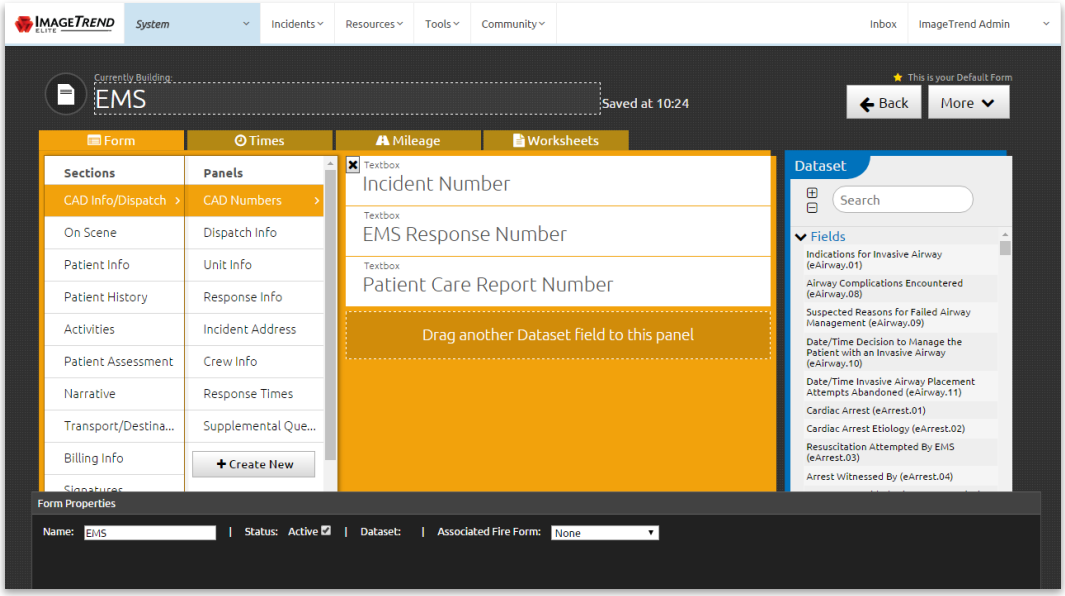


Figure 2. The Form Manager allows the administrator to configure fields on a form or worksheet.

Incident List

The Incident List allows the user to search within any column that is on their Incident List, such as incidents by incident number, response number, date, time and validity (%) and then view them. The specific columns that appear are customizable per user.

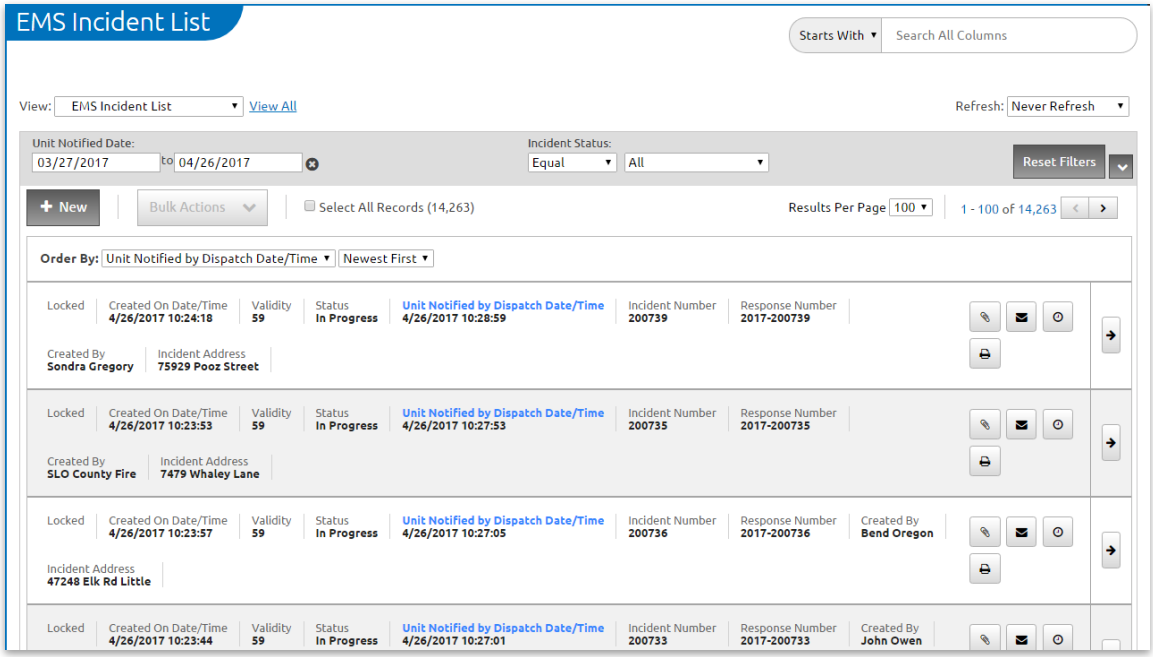


Figure 3. The EMS incident list.

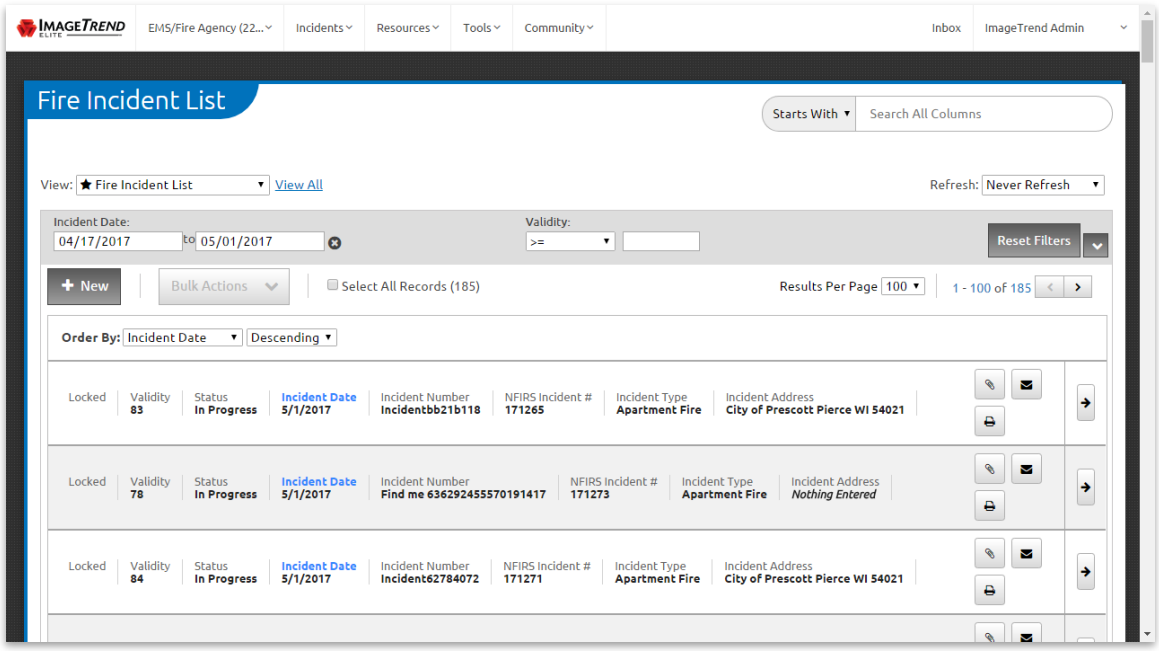


Figure 4. The fire incident list.

User Management

The Users section of each agency allows an agency or system administrator to track and enter many details about the agency and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile

- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Data Entry

As a web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a PCR with all fields for data collection. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Checklists
- ✓ Default values
- ✓ Dynamic Power Tools™
- ✓ Situation Tools™
- ✓ Billing information
- ✓ EKG integration
- ✓ Validation rules
- ✓ Electronic signatures
- ✓ Repeat patients
- ✓ Response times

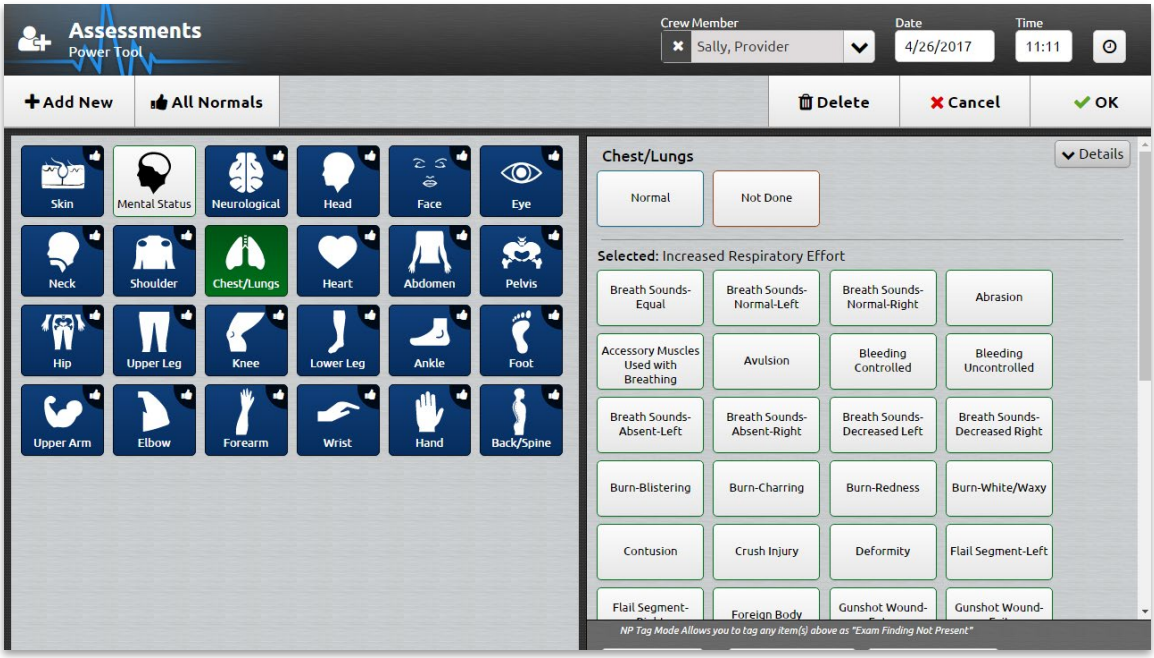


Figure 5. The Assessments Power Tool.

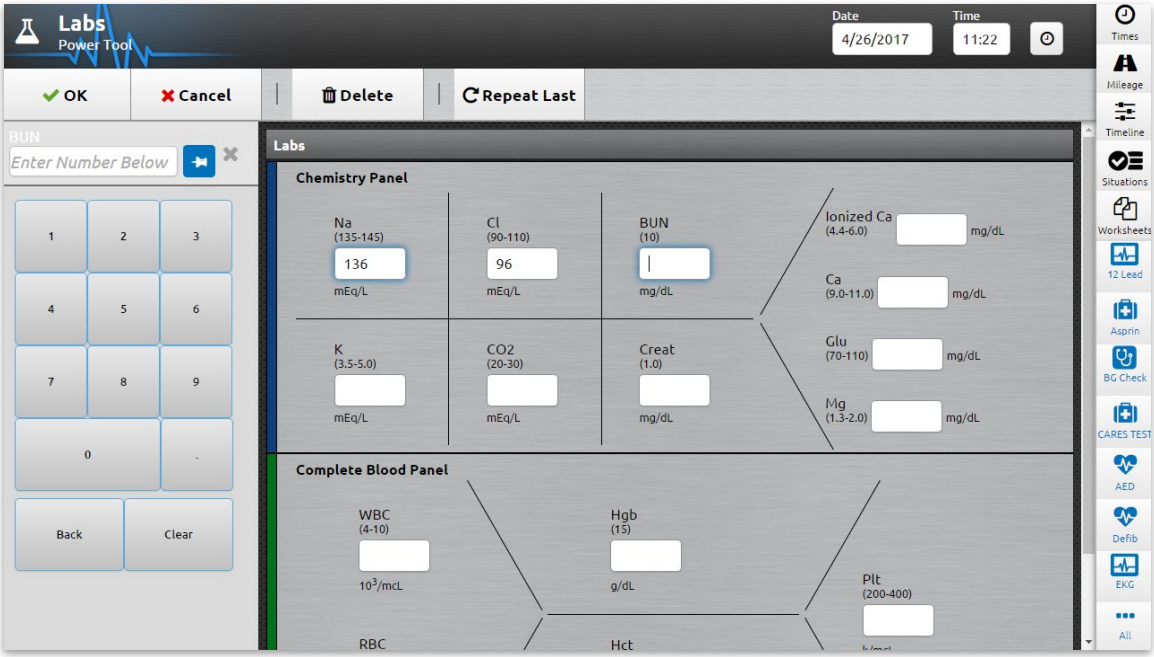


Figure 6. The Labs Power Tool (fishbone).

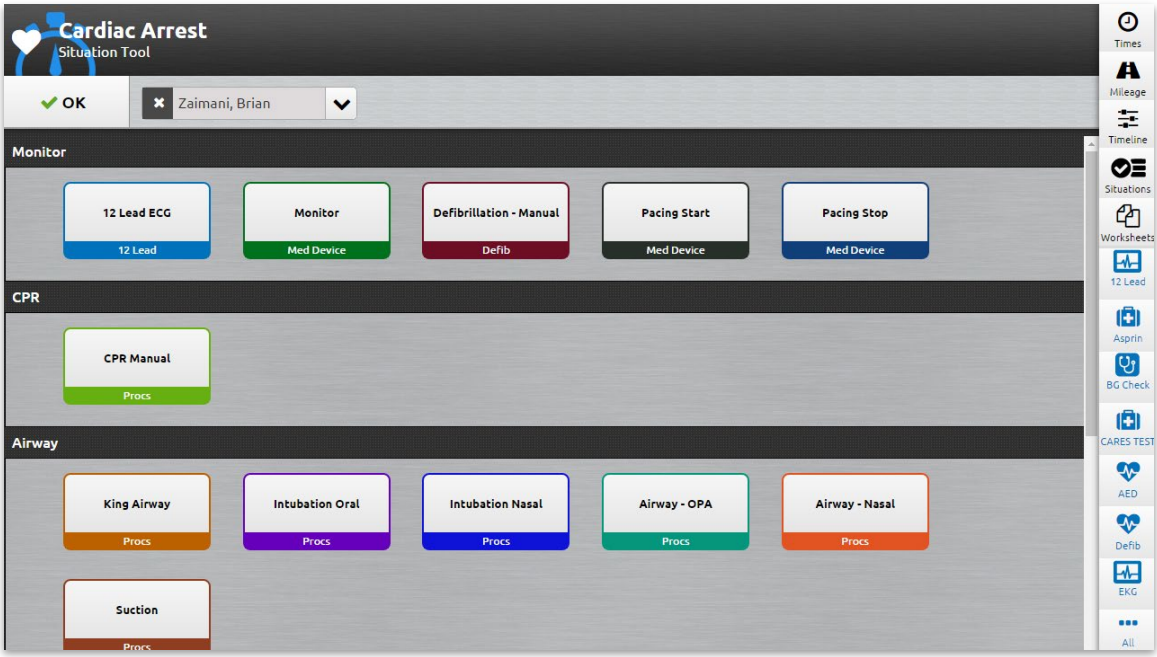


Figure 7. The Cardiac Arrest Situation Tool.

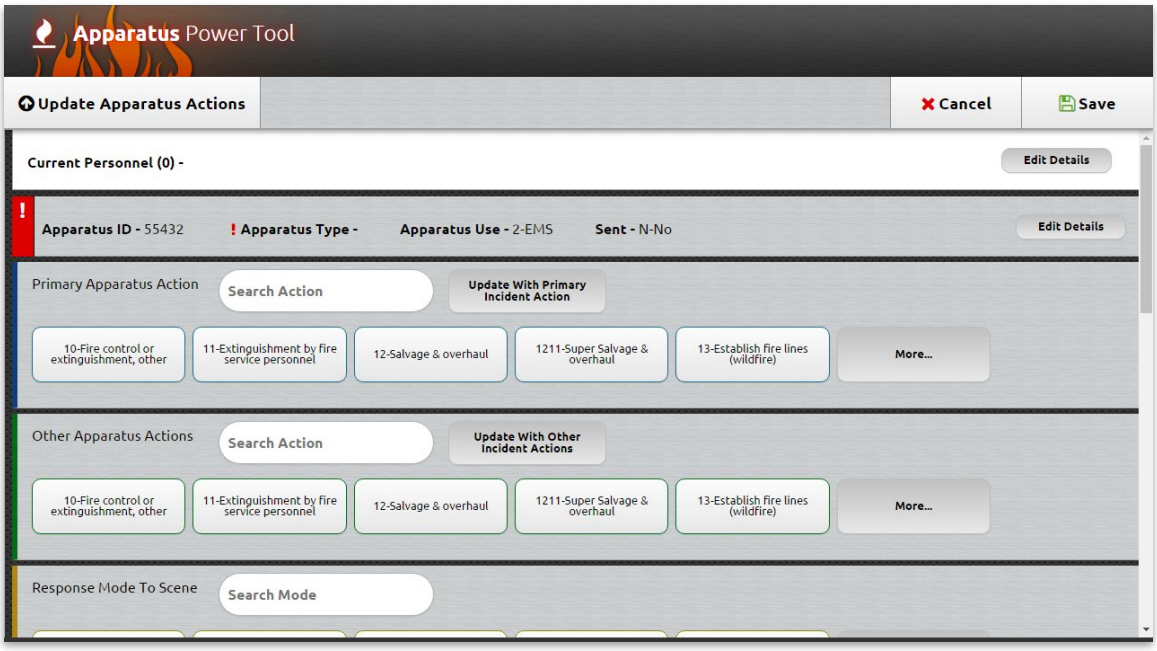


Figure 8. The Fire Apparatus Power Tool™ speeds data entry.

Audit Validation

There are several levels of auditing within Elite. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the data validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally, our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and medical directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to require follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify to which specific individuals to send the note. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the medical director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the "Inbox" after the user is logged into Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

The inbox also links to patient outcomes from hospitals. Users can be notified of new outcomes on their Elite Field dashboard. Clinicians can then compare their working impressions, interventions and assessments to patient outcomes.

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMSIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this, we have a team that thoroughly investigates the existing data and requirements which then allows them to develop a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance plan will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio and Philips cardiac EKG monitors. The data types that ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite data repository.

CAD Integration

- ✓ Dispatches are usually text files that contain full or partial incident information

- ✓ ImageTrend has successfully built an import method for most of the existing CAD vendors
- ✓ CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident
- ✓ CAD/Incident reconciliation reports come standard with this integration
- ✓ All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item

Billing

ImageTrend's software fully supports integration with all billing systems, such as Billing Bridge™, that are ready to accept NEMSIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

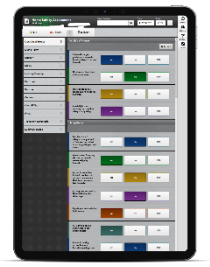
NFIRS Integrations

ImageTrend's systems provide an NFIRS file export of available data for systems to use as a data import. If integration services are required, these are available at time and materials rates and will be offered as a change order scope of work after full discovery as described above. Please see our Statement of Work Process included in the Appendix of our proposal.

COMMUNITY HEALTH

As part of a fully integrated healthcare system, your community paramedicine program will rely on data from various sources to provide a complete picture of the patient's conditions, medications, environmental factors and barriers to care. Elite for integrated healthcare make those connections, including your Elite ePCR data. When you partner with ImageTrend, you will be confident in receiving a solution designed for the needs of your community.

- ✓ Reduce hospital readmissions
- ✓ Manage frequent EMS users
- ✓ Monitor chronic disease
- ✓ Assess alternate destinations
- ✓ Extend primary care access



Connected Data

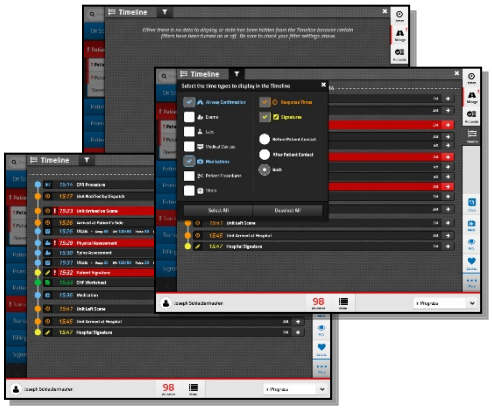
In patient-centric care, outcome and progress data can be measured. The financial savings for the patient, care provider and hospital can be realized and measured in multiple ways from reduced 911 calls and transports to hospital readmission rates.

Outcome Measures

Select what you want to monitor and how often you would like to receive that information. Choose from receiving notifications via text, email and/or view via a dashboard. Continuum access is based on Elite permissions, but allows you to subscribe yourself, as well as other to receive notifications most relevant to their position.

History and Timeline™

Patient-centric healthcare means conditions are monitored over time and often through multiple visits. The Timeline™ feature generates quick graphs of vitals during a visit or across multiple visits to help visualize the current measurements in context. Previous encounters can also be accessed with a click to the most recent PDF visit summary for fast reference.



Community Assessment Tools

Analyzing the needs of your community is the first step when determining your approach to MIH. You have been collecting data for years; now see how it can help you determine top priorities for your programs and who might best be your stakeholders and partners in this venture.

KPI Dashboard

Your key performance measures at a glance. At a moment's notice you have the updated information to inform your stakeholders and evaluate how best to improve your program.

Enterprise-ready Capabilities

One of the key reasons Elite can do so much is because of its extended enterprise capabilities.

- ✓ Scalable from smaller agencies with 200 incidents/year to a large statewide system
- ✓ Configurable access and security utilizing permission groups
- ✓ Tiered administration and reporting optimized for your organizational structure
  - Statewide
  - Regional or district
  - Countywide
  - Cooperative
  - Custom groupings of more than one agency or department
- ✓ Users associated with multiple agencies can belong to a different permission group for each
- ✓ System configurable and service configurable setting

INVESTIGATIONS

ImageTrend Elite is a centralized, web-based system that offers fire data collection, analysis and reporting in one enterprise solution. The Fire Investigations module enables investigators to document the fire scene and generate electronic reports anytime and anywhere using an internet connection. It was architected as a statewide system that supports multiple concurrent users with tiered permission groups.

Elite Fire Investigations Key Features

- ✓ Based on NFPA 921 Standard: Guide for Fire & Explosion Investigations
- ✓ Runs on laptops and tablets, including Windows 10, Android and Apple iOS
- ✓ Secure multi-tiered access to ensure and respect data privacy
- ✓ Allows any kind of property to be documented in an investigation
- ✓ Stores attachments including images and documents with ability to identify as confidential or public
- ✓ Highly configurable, web-based online fire investigation forms for documentation by all authorized personnel
- ✓ Report Writer, which offers easy to use ad hoc reporting with advanced query capabilities

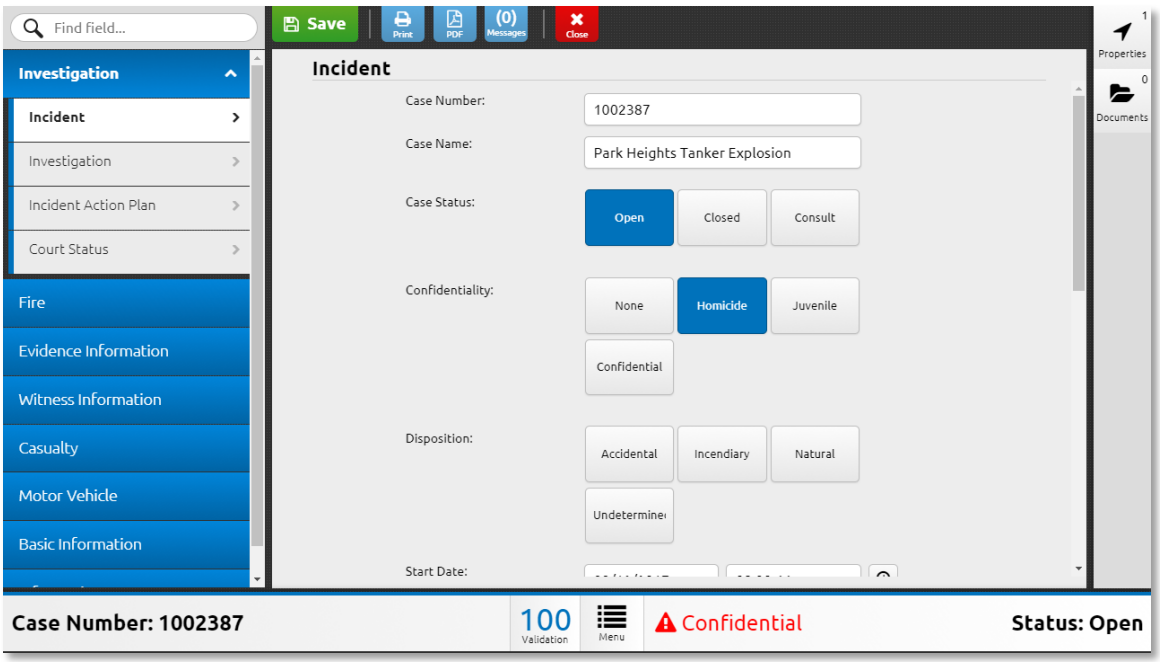


Figure 9. The Incident form of fire investigations has touch-friendly controls.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression. ImageTrend has

developed all of their own software in-house and has extensive experience in custom development to meet individual needs of clients.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today. ImageTrend's familiarity with all sizes of reporting systems is reflected in our diverse list of clients, ranging from departments with a few hundred incidents per year to statewide systems.

Fire Investigation Property Use

Fire Investigations has a multitude of options for property use, including:

- ✓ Single Family Homes
- ✓ Multifamily Housing
- ✓ Strip Malls
- ✓ Office Buildings
- ✓ Retail Structures
- ✓ Warehouses
- ✓ Industrial Facilities
- ✓ Passenger Vehicles
- ✓ Industrial and Commercial Vehicles

Validation

The Validation rules are set up by the administrator to determine suitable data values and fields that require input for completion of a report. The built-in Data Validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. On forms, items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly.

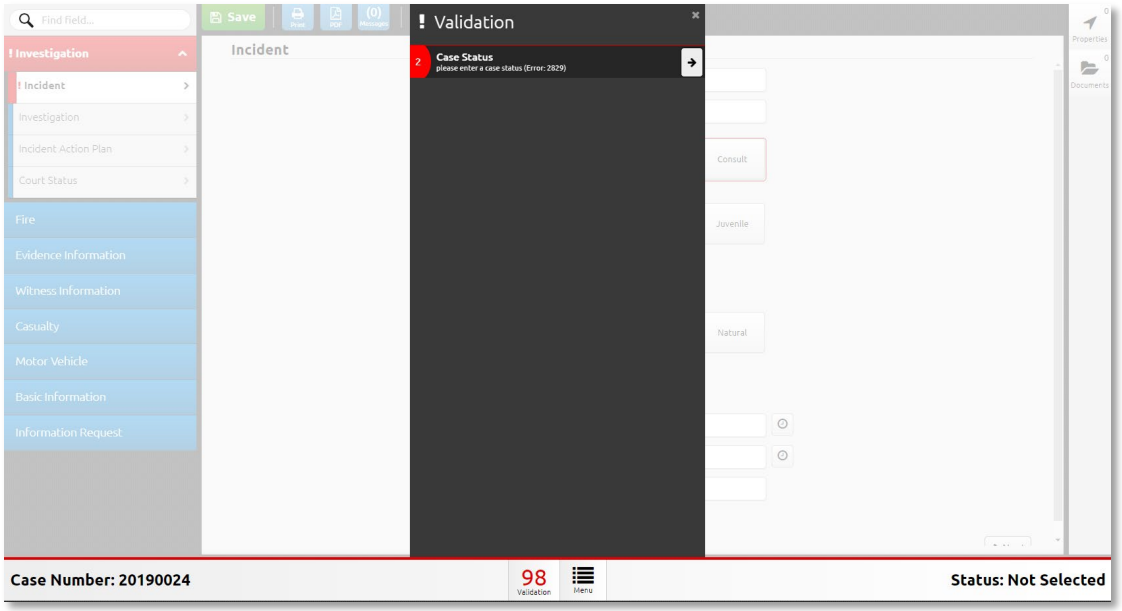


Figure 10. Validation rules with quick links to make corrections on the form.

Form Manager

The Form Manager is used to configure the investigation form layout. The Form Manager allows the forms to be configured to the exact needs and specifications of the client. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each department for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. In addition, default values can be added into most of the fields, based on template type.

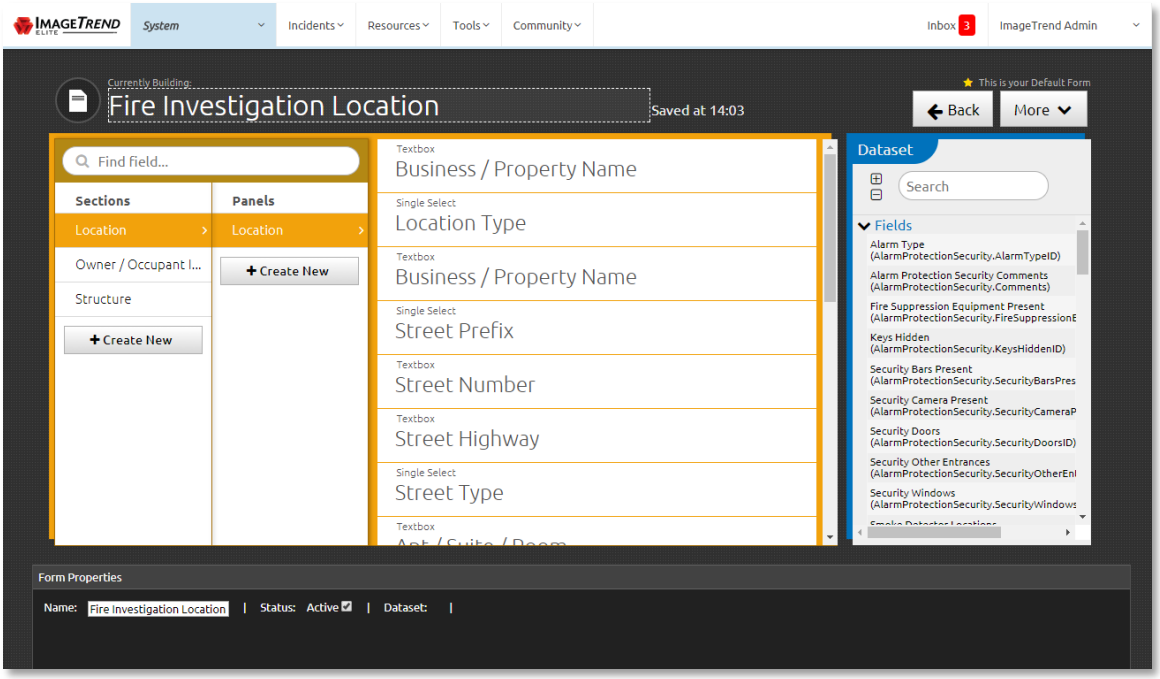


Figure 11. The Form Manager allows the administrator to configure fields on a form or worksheet.

User Management

The Users section of each department allows a department or state administrator to view and enter many details about the department and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile
- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Fire Data Entry

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Default Values
- ✓ Validation Rules

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with HIH to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

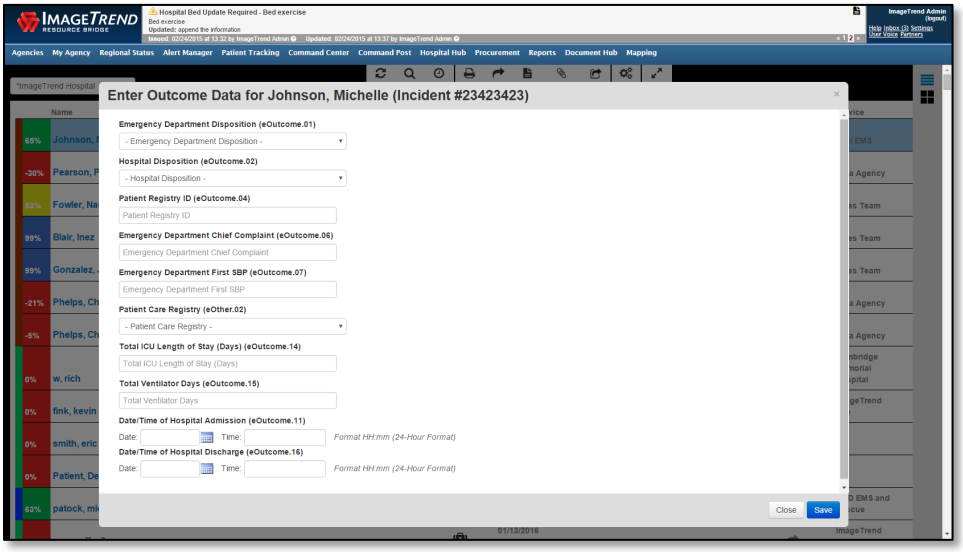


Figure 12. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

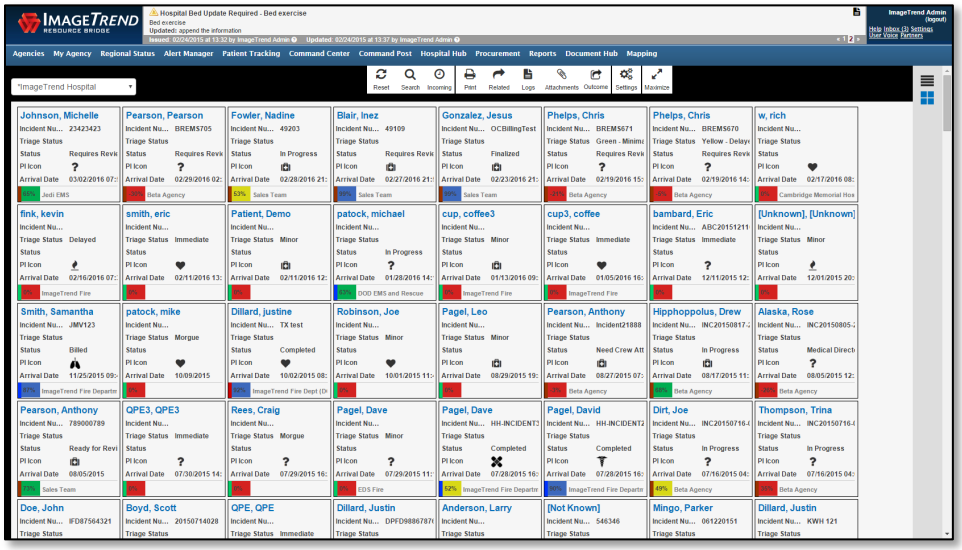


Figure 13. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the emergency department displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

IMAGETREND VAULT™

ImageTrend Vault™ is an archival solution for protecting historical NEMSIS v2 patient care data. Vault is a secure and scalable solution, limiting risk and potential data exposure while providing the ability to access when needed.

Securely Retrieve Data Fast

Vault provides a modernized approach to security and data management by limiting archive access to only authorized users. Those users have the ability to perform record searches in Vault to retrieve, view and print individual care reports and attachments. All of the actions are fully logged and auditable for enhanced security.

Reduce Liability

Vault allows you to responsibly store and access your EMS NEMSIS v2 data while limiting risk. Online, permission based access for only those that require it, as well as automatic logging of their actions, provides the extra layer of security you need.

Fulfill Archival Needs

ImageTrend Vault has the features to meet your needs and state requirements.

Store: NEMSIS v2 report data from XML imports. When importing from an ImageTrend system, custom fields and associated attachments are also stored.

Secure: Includes secure online access using two-factor authentication, with full audited access logging with a time/date stamp.

Search: Search for individual records by agency, patient name, incident or response numbers, or date range to view and print as needed.

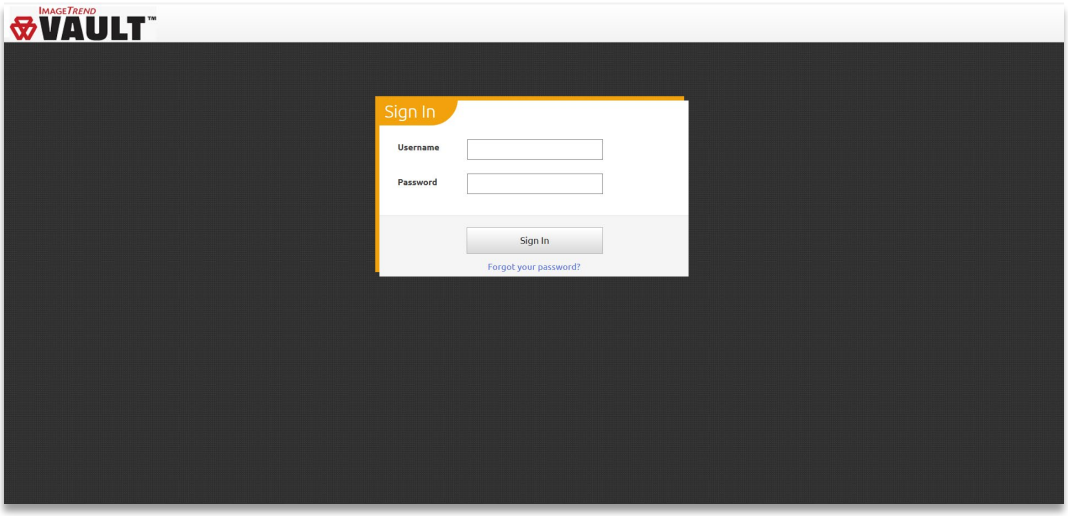


Figure 14. Above is an example of the login screen.

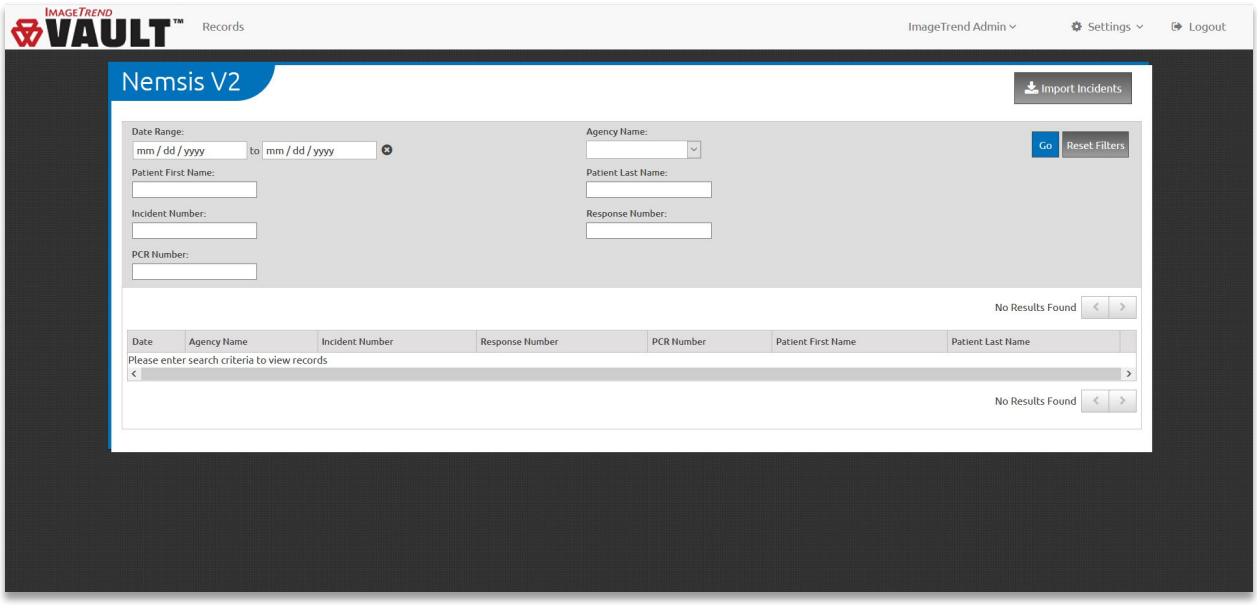


Figure 15. Records list without records.

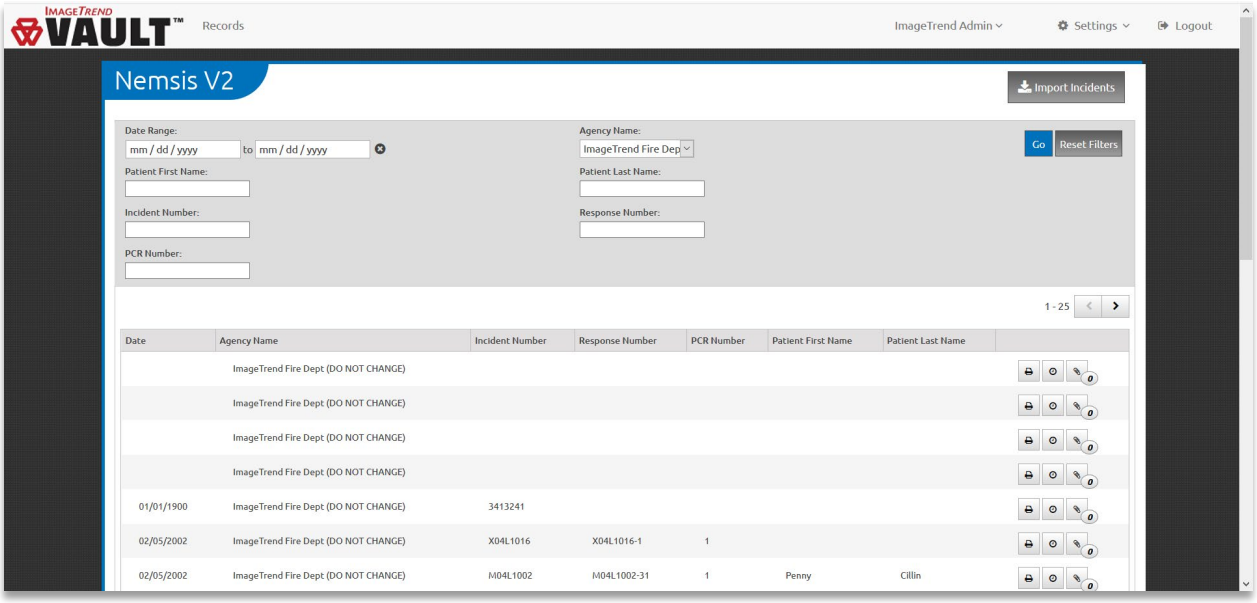


Figure 16. Login screen with records.

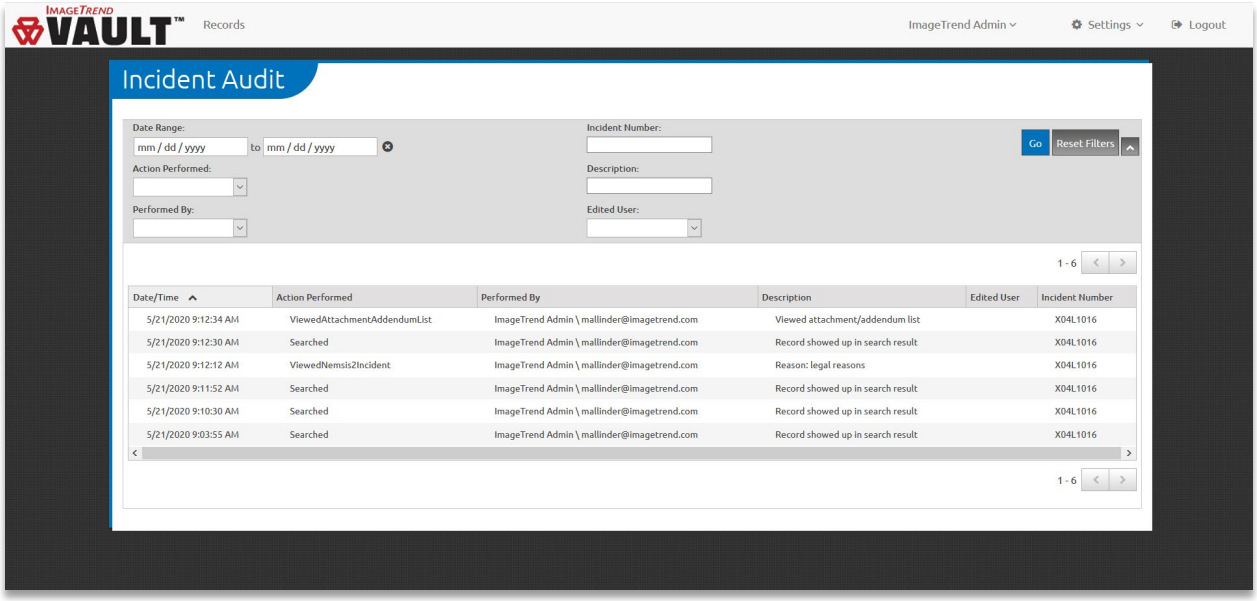


Figure 17. Incident audit page.

CONTINUUM

Harnessing the Power of Data

Continuum delivers the near real-time awareness and actionable insight to make informed decisions, improve patient care and impact operations. Make sure your medical director, chief, providers, data managers, stakeholders and even your community are well informed by making sure the data you collect is used to its fullest. Choose to have your data automatically delivered via text or email alerts, summary reports or dynamic dashboards.

Organized by Topics Important to you

Continuum focuses on multiple datasets such as EMS, fire, registries, dispatch, certifications, hospitals and outcomes. The end result? Easily accessible information that can help you turn your data into wisdom, make efficient informed decisions, impact operations and improve patient care.

Continuum Domains

Continuum Domains consist of topical content and are displayed as dashboards to provide instant visual insight that allows you to be well informed driving your organization to enhance patient care, outcomes and improve operational needs. Each dashboard has filtering capabilities such as timeframe, agency/department, and a variety of other criteria that allows your organization to adjust the Domain to meet your needs.

The mapping feature allows incidents to be displayed as pins or heat maps, with zoom control. Incident data can be displayed with map layers (hospitals, schools, airports, landmarks etc.) and has the ability to accept external data sources of your choosing (response zones/districts, stations, hydrants, etc.).

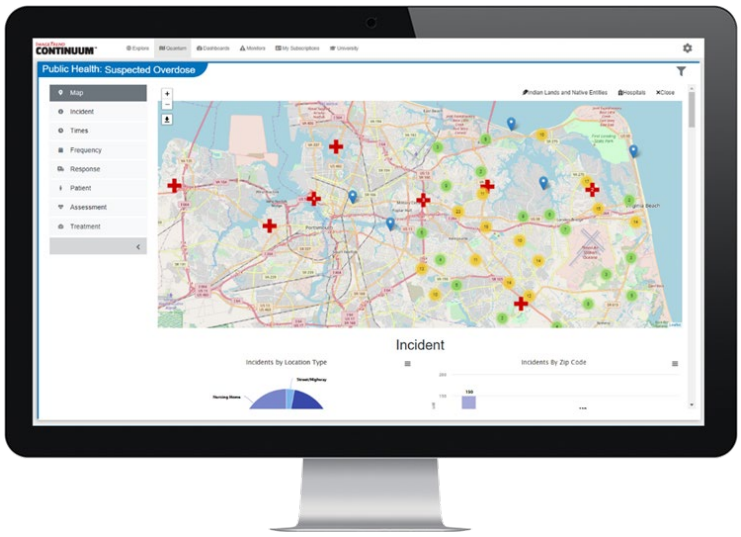


Figure 18. Example incident pin map dashboard: Suspected Overdose.

Continuum Monitors

The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum Monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

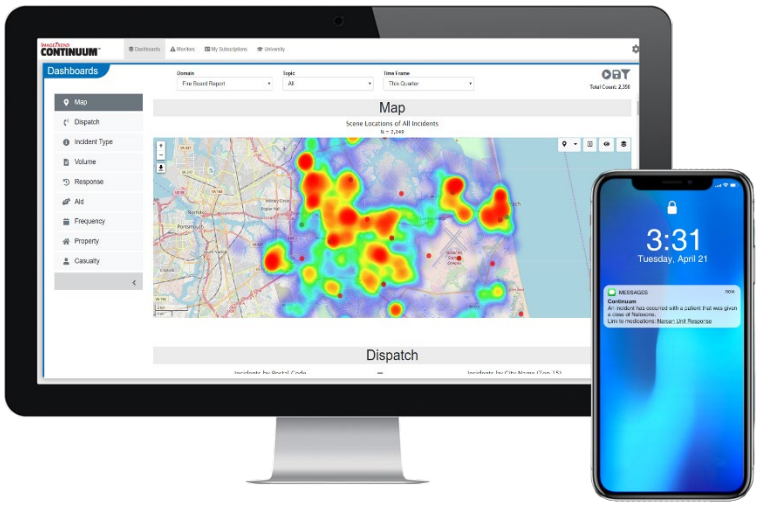


Figure 19. Receive alerts and notifications, view dashboard from a desktop and phone.

Performance Insights

Performance Insights within Continuum is a ground-breaking module that delivers provider and organization level situational awareness through industry trends, clinical and operational metrics, incident specific detail and patient interactions. Simply put, it's a report card, but it offers more value with near real-time insights that allows proactive continuous performance improvement.

Playlists

Continuum exclusively offers you the ability to create playlists featuring charts and/or maps from a variety of different domains to be shared both internally and/or publically for your community. All maps, charts and playlists have the ability to be embedded into an intranet or internet environment that automatically updates at time intervals that you choose.

Optional Services

Custom Continuum dashboards are also available through our Clinical Services Team, including the integration of third party data. Clinical Program Evaluation, research, analysis and interpretation is available with our Clinical Research Services team.

Predefined Analytics

Continuum helps you accomplish more without taking your limited time building reports. It provides both predefined analytics based on established best practices and the ability to tailor to each department's needs. Don't wait anymore for the information you need to make the impact you desire. Enjoy one connected solution with ImageTrend.

SLATE

ImageTrend Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.

Key Features

- ✓ Powerful, flexible scheduling that accommodates different labor group workflows simultaneously in the same system
- ✓ Built-in Artificial Intelligence makes suggestions for schedule modifications to ensure full coverage of properly credentialed crew
- ✓ Multiple schedule types: rotational (aka firefighter schedule), fixed and flex (weekly differential)
- ✓ Unlimited, department-defined workflows
- ✓ Unlimited scheduling transactions time off requests
- ✓ Unlimited Shift Trades
- ✓ Unlimited work requirements and conditions
- ✓ Unlimited seniority lists
- ✓ Unlimited fill rules
- ✓ Divisions/sub-groups of personnel for easier management of employees
- ✓ Advanced certification tracking with notifications
- ✓ Position templates to easily track certifications/licenses and rapid association of new or promoted personnel for a role

Scheduler Module

Starting with a comprehensive scheduler, Slate allows administrators to group personnel into "Divisions" to make it easier to assign specific conditions to those groups. Unlimited divisions can be created, and personnel can work in multiple divisions. There are unique rosters for each division. Specific conditions can be applied to each group including:

- ✓ Fill rules, such as labor group requirements
- ✓ Certifications

- Can be assigned within positions and include driver's license requirements and specific certifications

✓ Positions
- Can be assigned by type, status and division.

✓ Deployment locations
- Stores physical address, location contact, access and parking information, and deployment location notes. This can be displayed in shift details to assist scheduled personnel.

✓ Resource types and templates
- Eliminates redundancy of creating the same type of unit and staffing positions multiple times for each roster

An example Division configuration might include the below divisions in a fire department or EMS agency. However, this is just one example and the number and types of divisions are unlimited and can be added as needed.

✓ Dispatch
✓ IFT (Transfers)
✓ Administrative
✓ Fleet/Maintenance
✓ 911 response

Shift Patterns

Rotational

Often used in fire departments, rotational patterns are typically 3 shift rotations that are not specific to day of month or week. Working shifts are usually 24, 48 or 96 hours but are flexible for other rotations.

Flex

With flex shifts, specific days of the week can be assigned to a pattern – typically a two week pattern, but can vary by employer.

Fixed

Working days are predetermined by day of the week. Hours are assigned within the roster.

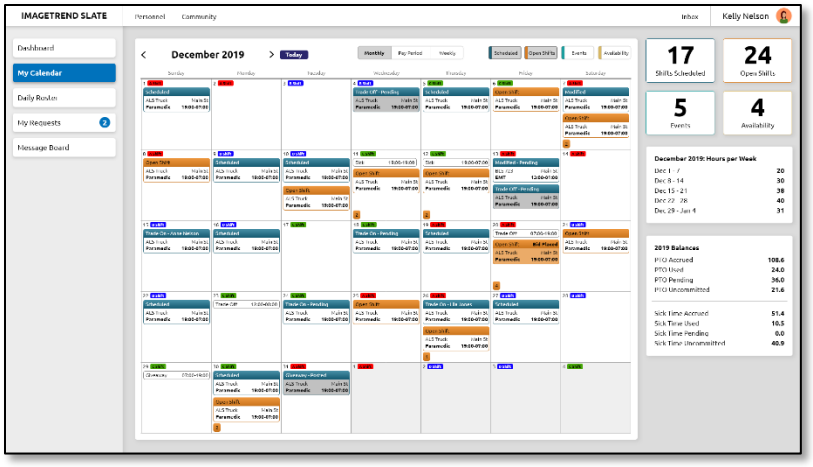


Figure 20. The personnel view of the calendar view within Slate includes color coding and can be filtered.

Integrations

ImageTrend Slate seamlessly integrates with other ImageTrend solutions including:

- ✓ Elite
- ✓ Aware
- ✓ License Management System

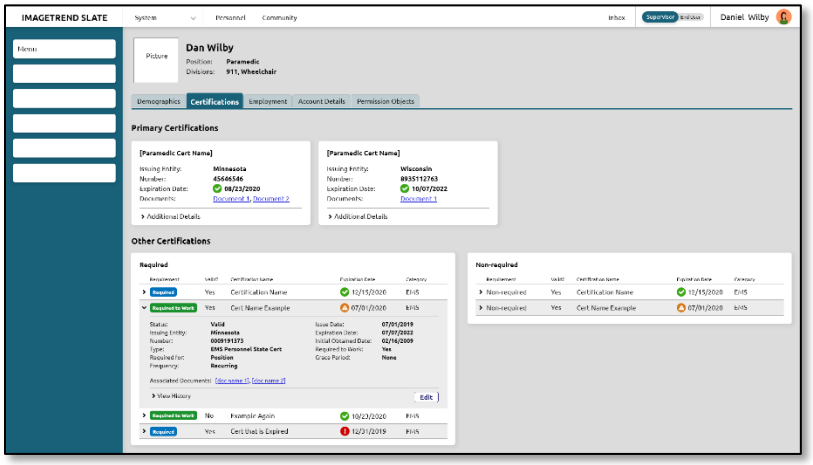


Figure 21. Certification Tracking within Slate.

Resource Templates

Resource templates make short work of which type of personnel are assigned to a resource, such as a vehicle. When building a unit template, a position can be required for a unit to operate, such as an operator or a specialist. A minimum number of positions of various types can be required for a unit as well.

Resource Creator

New units can be created manually or, when integrated with Elite, can be looked up from Elite and synced down to save time. Unit names can be re-labeled in scheduler to something other than the CAD call sign, such as changing “ENG1” in Elite to “Engine #1” in the schedule. Ad hoc units are added to the daily roster so they do not have to be added from the main roster building process.

Roster Builder

Rosters can be grouped (such as a region) and then associated to deployment locations and unit resources. Shifts can then be added to a roster and shift patterns selected. When adding fixed shift times, you can choose 24 hour/military or 12 hour/standard clock and only need to enter the duration of the shift and start time. Shift end time is automatically calculated based on the duration of the shift.

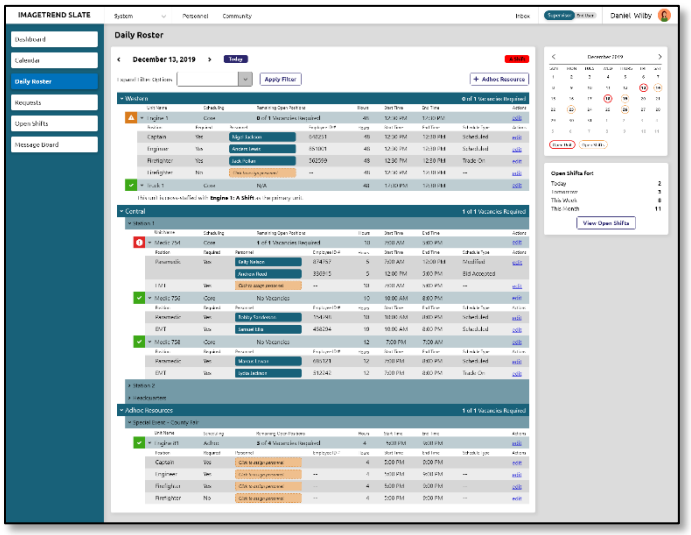


Figure 22. The Daily Roster within Slate.

Manage Roster and Daily Roster

The Manage Roster populates the daily roster and is where full time personnel are assigned to their shifts for the duration of the roster. You can also remove personnel from a shift for long term events such as termination, promotions or leaves of absence. Drag and drop operations make it simple to move around resources and personnel, and built-in logic prevents assignment of ineligible personnel to a vacancy.

The Daily Roster allows you to manage personnel on the short term, including time off and trades. You can also add ad hoc resources for short term use, such as a strike team in emergency response.

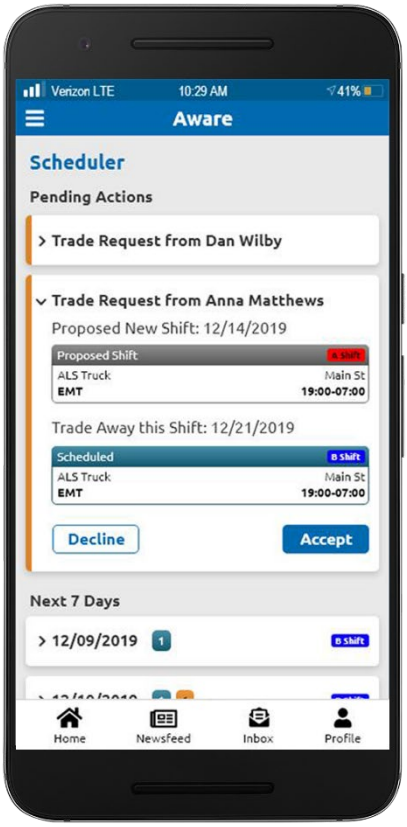


Figure 23. ImageTrend Slate schedule module viewed within Aware.

End users can see calendar view of their schedule. If they are in multiple divisions, this will still appear in one place. The view can be changed for monthly, pay period or weekly view. The daily view will show all open shifts and the end user can add availability for a shift. Clicking on an event will allow the end user to do a trade, giveaway or request time off. With trades, both members of the trade have to complete the trade and approve to ensure confirmation. Administrators can set trades for auto approve if desired.

With ImageTrend Aware, a mobile application that is included with Slate, end users can also manage and view their schedules through their mobile phones.

AWARE

ImageTrend Aware is a free mobile app designed for all ImageTrend users – not just administrators. It brings together vital information specific to the user from the ImageTrend solution(s) they use, allowing the user to always stay abreast of relevant information. For the first time ever, users can access data from all ImageTrend solutions used at organizations they are associated with in one single mobile application.

Aware is not a mobile ePCR solution, but a hub to access the information most relevant and important to the user. Aware is available as a free download from the Apple App Store for iOS devices and from Google Play for Android devices. Access is included with all signed ImageTrend solution contracts.

Figure 24. Example home screen.

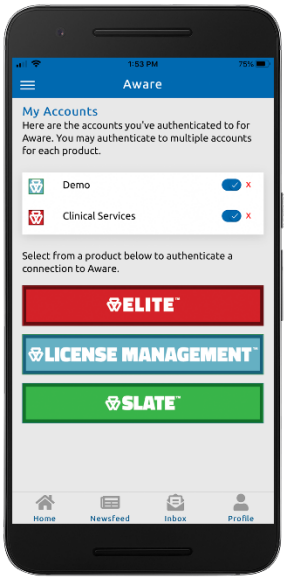


Figure 25. Example of associating user accounts.

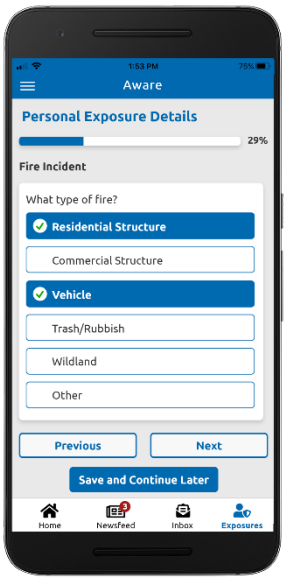


Figure 26. Example of documenting exposures.

Documenting Personal Exposures

Aware gives users the ability to track personal exposures throughout their career, from agency to agency and into retirement, and export exposures regardless of whether or not they use ImageTrend solutions. In the past, documenting personal exposures has been complex, time intensive and not a user-friendly experience. ImageTrend has re-imagined the process to streamline how efficiently this process can be completed.

ImageTrend Solution Integrations

ImageTrend Elite

Users with active ImageTrend Elite accounts can associate their Elite account with Aware once an administrator as turned on access to Aware within Elite. With this association, users can view all active incidents occurring within the communities they serve, including incident details, assigned apparatus or vehicles and their response status, along with turn-by-turn directions to the scene. Users can also receive notifications and manage inbox messages, all within Aware.

Live Time Incidents

Live Time Incidents is a continuously updating list of all the active EMS and fire incidents from providers' agencies for the last 24 hours. Aware pulls incident data from an agency's CAD feed and refreshes every minute for providers to have access to the latest CAD information. Inside each incident are the incident's basic details: time of call, incident number, status, incident location, dispatch reason and responding units and their statuses. A Directions button next to the incident's location uses the phone's native navigation app to display navigation directions to the location.

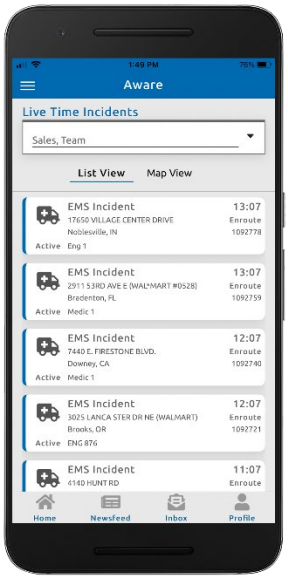


Figure 27. Example live time incident list.

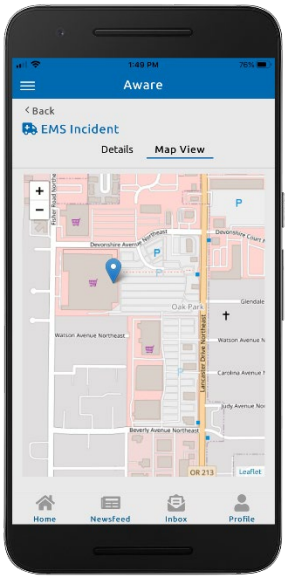


Figure 28. Example turn-by-turn directions.

Newsfeed

Newsfeed shows a user's Elite announcements for them to stay-up-to date on agency information. The Newsfeed also includes ImageTrend specific information, such as release notes and upcoming maintenance, webinars, trainings, etc. Notifications display two icons; the first identifies the notification from the solution, the second is the notification's icon, such as a star or briefcase to indicate what is in the message's content.

Inbox

Inbox displays a read-only version of a user's Inbox messages from Elite. When a user reads a message, a timestamp is added to the sender's message's details, this allows the sender to know a message was read. Like other messages in Elite, new messages display with a bold header and expanded, and if the message is important, the header is red. Inbox in Aware has similar functionality to the Inbox in Elite as messages can be sent to individuals or to an entire permission group. Read messages automatically show as collapsed to make it easy to see the new messages. Unlike Elite, you cannot view all the messages associated to the original sent message. Users can only view the messages sent to them.

CREWCARE™

In addition to our EMS and fire solutions, ImageTrend understands the industry's need to bring awareness and insights into the realm of provider mental health. Based on our conversations with industry leaders and professionals who are identifying concerns regarding anxiety, burnout, depression, PTSD and even suicide - which are ever present in the emergency response and healthcare provider communities - ImageTrend has created CrewCare, a free mobile app for use by all first responders and healthcare providers as a way to give back to your communities.

The application's users are able to anonymously track their individual information regarding stresses in their life, engagement, mood and other associated activities. The goal of the app is to provide knowledge and insight to individuals, organizations and to the industries overall. CrewCare is able to collect aggregated, non-identifiable data to achieve these goals while maintaining anonymity, contributing to industry-wide research and leading to change. Optionally, CrewCare, coupled with our epidemiologist, can work with your organization to understand the data gathered to empower meaningful change.

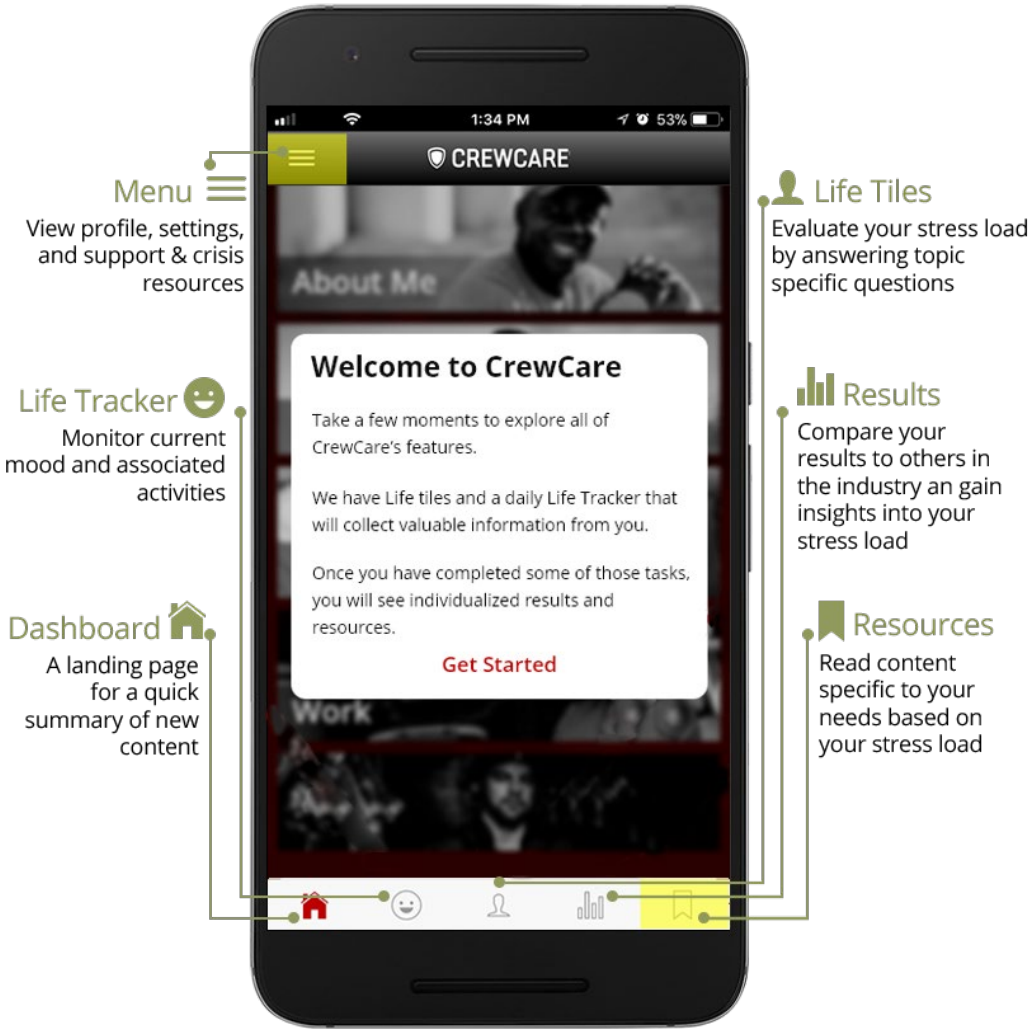


Figure 29. CrewCare functionality.

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with ImageTrend Health Information Hub™ (HIH) to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

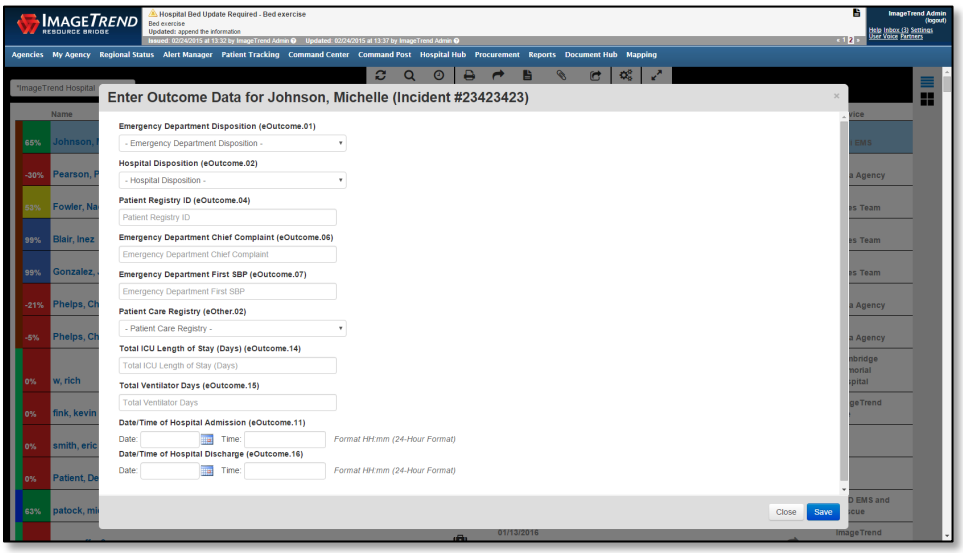


Figure 30. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

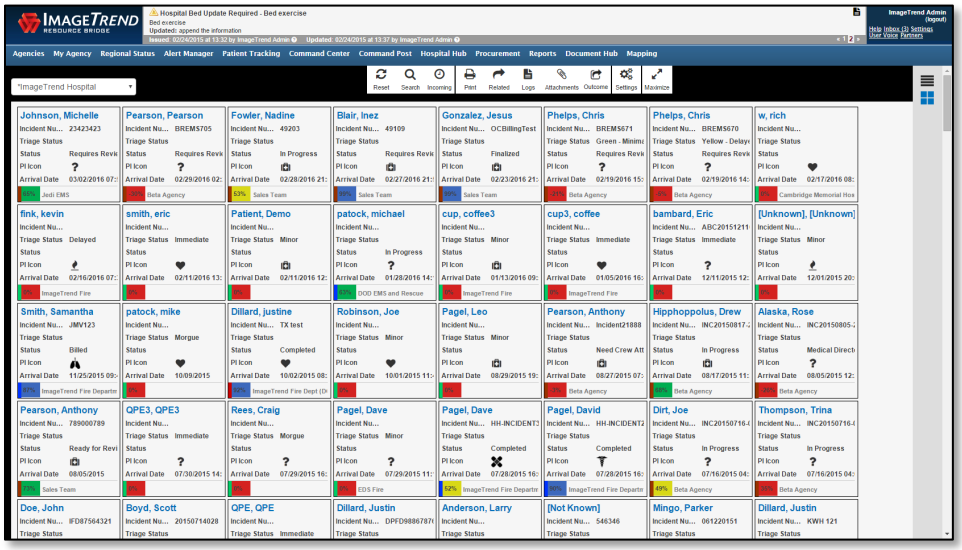


Figure 31. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the ED, displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

APPENDIX

1. Appendix B: Campaign Contribution Disclosure Form
2. Service Level Agreement
3. Statement of Work Process
4. Appendix G: Non-Collusion Affidavit
5. Appendix E: Transmittal Letter Form
6. Appendix H: Conflict of Interest Form
7. Additional Terms and Conditions
8. Implementation Schedule

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided

without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position) _____

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature _____ Date 2/22/2021

Joseph T. Graw, President & COO
Title (Position)

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

SAMPLE

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

SAMPLE

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

SAMPLE

STATEMENT OF WORK CREATION PROCESS

ImageTrend frequently creates Statements of Work (SOWs) for our customers to define custom software development, consulting, training, and implementation work that needs to be performed in support of our customers business needs. The process to create a SOW varies somewhat depending on the customer's needs, but generally they follow a pattern of requirements gathering, deliverable definition, and then cost and schedule estimations. The creation of a custom software development SOW is the most complex, and thus below is an example of this. SOW creation for other types of work would follow a subset of this process.

Custom Software Development SOW

The creation of a custom software development SOW starts with understanding the needs. There are two parts to understanding the needs; one is understanding the business need - the why behind the request. The second part is understanding where the current functionality falls short of satisfying the why. This is the most critical step in the process as both sides need to agree on what the expectations are for fulfilling the business need.

Once we understand how to satisfy the business need, then we document what the solution will be. This may involve developing draft screen layouts and logic flowcharts. As part of this documentation we may create draft "user stories", a standard method of communicating the requirements in the Agile software development methodology. The user stories provide the details of what is expected of the code that will be developed. Included with the user stories, we may also, in conjunction with the customer, develop test cases that will be used to verify that the code was written correctly.

Once the requirements are fully understood, we the look to our development teams to provide an estimate on how long the work will take to complete. This estimate includes time to fully detail out the user stories, screen designs, and testing requirements. It also includes the estimated time to write the code, test the code and ultimately deploy the code to the system. In parallel to the actual coding of the solution, we also create documentation and train our support staff as appropriate.

Once the code is tested and deployed, we provide training to the customer as necessary and work with the customer to confirm that the solution fulfills the business needs.

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

I hereby affirm that: I am the President & COO (insert title) and the duly authorized representative of ImageTrend, Inc. (insert organization's name) whose address is 20855 Kensington Blvd, Lakeville, MN 55044. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name Joseph T. Graw

Title President & COO

Date 2/22/2021

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21/26/P

1. **Identify the following information for the submitting organization**:

Offeror Name	ImageTrend, Inc.
Mailing Address	20855 Kensington Blvd, Lakeville, MN 55044
Telephone	952-469-1589
FED ID#	41-1903871
NM CRS#	**n/a**

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name	Joseph T. Graw	Jenny Shea	Sherri Leflay
Title	President & COO	Contract Specialist	Contracts and Proposals Manager
E-mail	contracts@imagetrend.com	contracts@imagetrend.com	contracts@imagetrend.com
Telephone	952-469-1589	952-469-1589	952-469-1589

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
__X__ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.**
(N/A, None, Does not apply, etc. are acceptable responses to this item.)
N/A
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ February 22 , 20 21
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Firm, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Firm was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Joseph T. Graw certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on

file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:
ImageTrend, Inc.

Authorized Representative/Title:
Joseph T. Graw, President & COO

Phone Number:
952-469-1589

Fax Number:
952-985-5671

E-mail Address:
proposals@imagetrend.com

Signature:

Date:
2/22/2021

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

OFFEROR'S TERMS AND CONDITIONS

PERFORMANCE OF SERVICES

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

FEES AND PAYMENT TERMS

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay $1,750 per ImageTrend trainer per trip and a further $1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is $175.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3% of the then current price for each anniversary of the Effective Date. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at Exhibit A, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Exhibit A below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES.
The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

TERMINATION

Contractor Opportunity to Cure. City shall provide to Contractor in writing any material breaches of this Agreement. Contractor shall have thirty (30) days to cure any such breach.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of $175.00.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and is a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Faith Applewhite or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

IMAGETREND COMMUNITY HEALTH TERMS OF USE

ImageTrend reserves the right to audit the Annual Number of Active Enrolled Patients on a yearly basis and increase prices according to the table below.

Pricing above is based on:

Annual Active Enrolled Patients

Active Enrolled Patient volume may be audited each year. ImageTrend may use this resulting figure to increase cost on future invoices per the table below.

Annual Support and Hosting Pricing to increase as Active Enrolled Patients Increases as follows:

Annual # of Enrolled Patients		
Min	Max	Annual Fee
-	49	$ 4,500.00
50	99	$ 7,500.00
100	199	$11,500.00
200	299	$14,500.00
300	399	$17,500.00
400	499	$20,500.00
500	+	$23,500.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite.

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, Client is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit at 1(a)(ii) below, and such license shall expire simultaneously with this Agreement.

TERM

- Notwithstanding anything in the Agreement to the contrary, the Term of the license to ImageTrend Vault shall be one (1) year from the date of mutual execution by the last signature to this Agreement ("Initial Term"). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent one year term ("Renewal Term"), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

    i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend vendors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1

available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the Client and/or Client Vendor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from Client's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. Client shall have the option to contract ImageTrend to undertake this work via a separate Statement of Work.

2. ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

Task	Start Date	End Date	Duration	Dependencies	Resource Group
Initiation					
ImageTrend provides Client with the Sales Contract			1 day		ImageTrend
ImageTrend Contract is signed by Client			1 day	Sales Contract Provided to Client	Client
Elite Order Assignment (Ticket Number)			1 day	Contract returned	ImageTrend
Project Kick-off Meeting	3/1/2021	3/1/2021	1 day	Contract returned	Client/ImageTrend
Define Project Team			1 day	Contract returned	Client/ImageTrend
Define timeline			1 day	Contract returned	Client/ImageTrend
System Configuration					
Elite Site Initial setup (Ticket Number)	3/1/2021	3/12/2021	10 days	Contact being returned	ImageTrend
Create Client Team user accounts	3/1/2021	3/5/2021	5 days	Site Creation	ImageTrend
Turn on Elite modules	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import State Schematron	3/11/2021	3/11/2021	1 day	Site Creation	ImageTrend
Import Form Templates (Fire Runform, EMS Runform, Community Health Runform)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import Location, Occupant and Inspection Runforms (as needed/desired)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Site URLs, login credentials provided to client	3/12/2021	3/12/2021	1 day	Site creation, initial build out	ImageTrend
ImageTrend to Provide and Educate on Workbooks (Users, Vehicles, Zones, Locations, Occupants, Zones/Districts)	3/16/2021	3/30/2021	10 days	Kick Off Call	ImageTrend
Client returns completed workbooks	TBD	TBD	CLIENT	Workbooks Provided	Client
ImageTrend to import workbooks	3/16/2021	3/23/2021	5 days	Completed workbooks returned	ImageTrend
Integrations					
Auto Export to NEMSIS v3 Webservice (Ticket Number)	3/15/2021	7/2/2021	15 days	Contract Received	ImageTrend
Export Kickoff, if necessary	3/15/2021	3/15/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	TBD	TBD	CLIENT/5 days	Contract Received	Client
Client provides connection information	TBD	TBD	CLIENT	Contract Received	Client
ImageTrend configures integration	3/22/2021	3/26/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	TBD	TBD	CLIENT	Integration Activation	Client
CAD Integration (Ticket Number)	3/1/2021	5/7/2021	50 days	Contract Received	ImageTrend
CAD/Telestaff Kickoff, if necessary	3/1/2021	3/1/2021	1 day	Contract Received	Client/ImageTrend
ImageTrend supplies Client with a rough draft workbook, if available	3/1/2021	3/5/2021	5 days	Contract Received	ImageTrend
Client submits final workbook	TBD	TBD	CLIENT	Client received CAD workbook from ImageTrend	Client
ImageTrend Development complete	3/5/2021	4/30/2021	8 weeks	CAD Workbook received	ImageTrend
ImageTrend Send instructions to Client	5/4/2021	5/4/2021	1 day	CAD Workbook received	ImageTrend
Client Tests and Confirms accuracy of data mapping	TBD	TBD	CLIENT	CAD Deployed by ImageTrend	Client
Kno2 Integration (Ticket Number) *if purchased	3/12/2021	3/31/2021	13 days	Contract Received	ImageTrend
Kno2 Kickoff, if necessary	3/12/2021	3/12/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	3/15/2021	3/17/2021	Client/3 days	Contract Received	Client
Client provides connection information (key and start date)	3/15/2021	3/17/2021	CLIENT/3 days	Contract Received	Client
ImageTrend configures integration	3/17/2021	3/24/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/25/2021	3/25/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	3/29/2021	4/2/2021	CLIENT/5 days	Integration Activation	Client
Continuum					
Continuum Site Setup (Ticket Number)	3/12/2021	3/26/2021	10 days	Contract Returned	ImageTrend
Site Initialization/Creation (EMS and Fire Content)	3/15/2021	3/19/2021	5 days	Contract Returned	ImageTrend
Initial Site Preparations - Elite	3/15/2021	3/17/2021	3 days	Site available	ImageTrend
Enable Continuum Monitor on Elite site	3/15/2021	3/15/2021	1 day	Site available	ImageTrend
Enable Continuum Permission Objects for System Administrator Permission Group	3/16/2021	3/16/2021	1 day	Site available	ImageTrend
Test Continuum Link from Elite	3/17/2021	3/17/2021	1 day	Site available	ImageTrend
Initial Site Preparations - Continuum	3/18/2021	3/19/2021	2 days	Site available	ImageTrend
Enable Continuum Permission Objects	3/18/2021	3/18/2021	1 day	Site available	ImageTrend
Verify data is displayed on Continuum Dashboard	3/19/2021	3/19/2021	1 day	Site available	ImageTrend
Provide Continuum URLs to Client	3/19/2021	3/19/2021	1 day	Site Preparations complete	ImageTrend
Continuum Education (1 Sessions)	**TBD**	**TBD**	1 hour	Site Preparations complete	ImageTrend
Schedule Continuum Education Webinar	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Discuss Continuum agenda	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Conduct Continuum Education Session	**TBD**	**TBD**	1 hour	Continuum agenda discussed	Client/ImageTrend
Continuum Site Preparation - Client Tasks	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Site Preparation for Use	**TBD**	**TBD**	Client	URLs sent to client	Client
Permissions	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review and update Continuum Permissions for Permission Groups	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Monitors	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review Deploy Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Create Additional Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Playlists	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Create Playlists from Dashboards	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Publish Playlists as desired (Municipal website, Social Media sites, etc)	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Map Layers	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Deploy additional Map Layer Needs	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Slate					
Slate/Scheduler Site Initial setup (Ticket Number)	3/15/2021	3/19/2021	5 days	Contact being returned	ImageTrend
Associate and Import Elite Resources (Users, Resources)	3/15/2021	3/15/2021	1 hour	Contact being returned	ImageTrend
ImageTrend to Provide connection information and user credentials	3/15/2021	3/15/2021	1 hour	Site Creation	ImageTrend
ImageTrend to Educate on wizard based implementation services	3/15/2021	3/15/2021	1 hour	Site Creation	Client/ImageTrend
Plan Education Webinar sessions	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Discuss Education Webinar Agenda	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Conduct Education Webinar	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Agency representative trains Hospital Hub users	**TBD**	**TBD**	Client	Education Session complete	Client
Elite Training (X days/X trips)					
Plan Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Trip X of Y days	**TBD**	**TBD**	X of Y days	Trip Planning Completed	Client/ImageTrend
Plan Webinar 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Webinar X of Y hours	**TBD**	**TBD**	X of Y hours	Webinar Planning Completed	Client/ImageTrend
Convert any unused onsite days to webinar sessions (if necessary)	**TBD**	**TBD**	1 day	On-site visit(s) complete	ImageTrend
Site Walkthroughs (System Admin Training)					
Walkthrough week 1 - System Navigation, Agency Tree, Users, Resources	3/16/2021	3/16/2021	1 hour	Kick off Introductory call complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 2 - Review Users/Resources that were entered, Dataset Manager	3/23/2021	3/23/2021	1 hour	Walkthrough 1 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 3 - Elite Field, Form Manager, Preset Values	3/30/2021	3/30/2021	1 hour	Walkthrough 2 Complete	Client/ImageTrend
Client performs actions taught in walkthrough (Enter test runs, review them after they are posted or saved on Elite Web)					Client
Walkthrough week 4 - Supplemental Questions, Worksheets (Patient Worksheets), Signatures	4/6/2021	4/6/2021	1 hour	Walkthrough 3 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 5 - Open Q&A, Review SQ's, Review Signatures, Community Health Programs, Patients, Encounters	4/13/2021	4/13/2021	1 hour	Walkthrough 4 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 6 - Validation, Visibility, PowerTools	4/20/2021	4/20/2021	1 hour	Walkthrough 5 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 7 - Adding in Fire Workflow, Situation Tools, Permission Group Shells	4/27/2021	4/27/2021	1 hour	Walkthrough 6 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 8 - Incident List, Custom Views, Field Incident Cloud	5/4/2021	5/4/2021	1 hour	Walkthrough 7 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 9 - Incident Management: Incident Status, Finish Incident Settings, Locking Workflow	5/11/2021	5/11/2021	1 hour	Walkthrough 8 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 10 - Configuration, Elite Field Configuration	5/18/2021	5/18/2021	1 hour	Walkthrough 9 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 11 - Permission Objects	5/25/2021	5/25/2021	1 hour	Walkthrough 10 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 12 - State Export Testing	6/1/2021	6/1/2021	1 hour	Walkthrough 11 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 13 - Q&A Export Testing, CQI	6/8/2021	6/8/2021	1 hour	Walkthrough 12 Complete	Client/ImageTrend

Client performs actions taught in walkthrough					Client
Walkthrough week 14 - Report Writer/Visual Informatics/MARs	6/15/2021	6/15/2021	1 hour	Walkthrough 13 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 15 - Location/Occupants/Inspections/Mobile Inspections Q&A	6/22/2021	6/22/2021	1 hour	Implementation Webinar complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 16 - Community Health Q&A	6/29/2021	6/29/2021	1 hour	Walkthrough 14 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 17 - General Q & A, Go Live Preparations	7/6/2021	7/6/2021	1 hour	Walkthrough 16 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
User Acceptance Testing					
UAT Testing	6/28/2021	7/30/2021	30 days/or TBD	Site configuration complete	ImageTrend
UAT Kick-off, if necessary	6/28/2021	6/28/2021	1 day	Site configuration complete	Client/ImageTrend
Build Test Cases	6/29/2021	7/2/2021	4 days	Site configuration complete	Client/ImageTrend
Client Test Execution, provide ongoing feedback	7/5/2021	7/30/2021	20 days	Site configuration complete	Client
UAT Testing DeBrief	7/30/2021	7/30/2021	1 day	UAT Testing Complete	Client/ImageTrend
State Submission					
State Submission Testing	6/1/2021	6/15/2021	10 days	Site Build Complete	Client/ImageTrend
Apply State Schematron	3/11/2021	3/11/2021	1 day	Site Build Complete	Client/ImageTrend
Request Integration Account Details from State EMS Data Manager	3/11/2021	3/11/2021	1 day	Contract Received	Client/ImageTrend
Create Integration Account (State Username and Password)	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Setup Endpoint URL	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Create Test Records to Export against State Schematron (recommend using UAT test data)	7/5/2021	7/16/2021	CLIENT/ 10 days	All site configuration has been completed	Client
Export Test files	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Review/Resolve State failures	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Create/Activate Auto Post	8/1/2021	8/1/2021	1 day	Upon Go Live	ImageTrend
Monitor Exported Data in Export History	8/1/2021	9/1/2021	Daily/30 days	Upon Go Live	Client
Site Go Live					
Pre Go-Live Meeting - Go Live Preparation (Support Transition)	7/30/2021	7/30/2021	1 hour	Site configuration, site training, end users trained	Client
Delete Test Data	8/1/2021	8/1/2021	1 day	Go live date established	ImageTrend
Go Live	8/2/2021	8/2/2021	1 day	Pre Go Live meeting completed	Client
Closing					
Post Go Live Meeting	8/3/2021	8/3/2021	1 hour	Client is offically live using Elite, go live week	Client/ImageTrend
Post Go Live Meeting	8/10/2021	8/10/2021	1 hour	Client is offically live using Elite, week 2 post go live	Client/ImageTrend
Post Go Live Meeting	8/17/2021	8/17/2021	1 hour	Client is offically live using Elite, week 3 post go live	Client/ImageTrend
Post Go Live Meeting	8/24/2021	8/24/2021	1 hour	Client is offically live using Elite, week 4 post go live	Client/ImageTrend
Close Out Implementation Order	9/7/2021	9/7/2021	1 hour	Official Support Transition	ImageTrend
Additional Module Implementation / Post Go Live					
Location/Occupants/Inspections	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught in Hydrant implementation session	**TBD**	**TBD**	CLIENT		Client
Training/Activities	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Checklists	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Inventory, Maintenance and Repair	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client

ImageTrend's Response to City of Santa Fe's RFP. 21/26/P for Comprehensive and Integrated Software Platform – Cost Proposal

February 23, 2021

City of Santa Fe

Purchasing@santafenm.gov

Presented By:

Michael J. McBrady

Chief Executive Officer

&

Joseph T. Graw

President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	$30,795.00
Basic package (all mandatory specs met)	Recurring fees/year	4	$99,722.00
Optional feature 1 – Elite Vax	Initial Roll out	1	
Optional feature 1	Recurring	4	$6,798.39
Optional feature 2 – Slate with Texting	Initial Roll out	1	
Optional feature 2	Recurring	4	$11,735.07
Optional feature 3 – Account Advisor	Initial Roll out	1	
Optional feature 3	Recurring	4	$13,178.00
Follow the same format below for more features. Use additional sheets if needed.			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (07/01/2021 thru 06/30/2022) Price: $130,517.00

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $102,713.66

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $105,795.07

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $108,968.92

RFP#21/26/P Elite Rescue

Prepared For

Santa Fe Fire Department
Faith Applewhite
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504

Prepared By

Jason Bonham
Feb 20, 2021

ImageTrend®

Detailed Quote

Quote

IMAGETREND®

Prepared For

Faith Applewhite
Santa Fe Fire Department
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504
505-629-2258
fapplewhite@santafenm.gov

Bill To

Faith Applewhite
Santa Fe Fire Department
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504
505-629-2258
fapplewhite@santafenm.gov

Salesperson	Quote Number	Date
Jason Bonham, Account Executive, 952-469-6174	QUO-09281-Q5J5C	Feb 20, 2021

Description	Qty	Frequency	Unit Price	Total
One-Time Fees				
Elite™ Rescue Setup	1	One Time	$7,245.00	$7,245.00
Community Health™ Add-on Setup	1	One Time	$1,500.00	$1,500.00
Direct Messaging Connection Fee - Per Agency Connection	7	One Time	$200.00	$1,400.00
Webinar Training 2hr Session	8	One Time	$350.00	$2,800.00
Onsite Training Session - 8 Hours	9	One Time	$1,400.00	$12,600.00
Travel	3	One Time	$1,750.00	$5,250.00
Recurring Fees				
Elite™ Rescue - SaaS *Includes Elite™ Field	1	Recurring	$28,972.00	$28,972.00
Mobile Fire Inspections - SaaS	1	Recurring	$5,000.00	$5,000.00
Investigations	1	Recurring	$5,000.00	$5,000.00
Permits	1	Recurring	$5,000.00	$5,000.00
Community Health™ Add-on	1	Recurring	$7,500.00	$7,500.00
CAD Distribution	1	Recurring	$3,500.00	$3,500.00
- CAD Vendor: Other CAD Vendor				
Auto Export to NEMSIS v3 Web Service	1	Recurring	$3,500.00	$3,500.00
TeleStaff Distribution	1	Recurring	$12,500.00	$12,500.00
Target Solutions Distribution	1	Recurring	$3,500.00	$3,500.00
Hospital Hub™ Distribution	1	Recurring	$4,000.00	$4,000.00
Vault™ Records with Attachments	1	Recurring	$800.00	$800.00
Elite Site to Site Transfers	2	Recurring	$500.00	$1,000.00
Standard Direct Messaging - EMS Agency	1	Recurring	$1,950.00	$1,950.00
Continuum®	1	Recurring	$7,500.00	$7,500.00
- Continuum® EMS Content Package	1	Recurring	$5,000.00	$5,000.00
- Continuum® Fire Content Package	1	Recurring	$5,000.00	$5,000.00
			TOTAL Year 1	**$130,517.00**
			***Annual Fees after Year 1**	**$99,722.00**

Optional Items

Elite Vax™	1	Recurring	$6,500.00	$6,500.00
Slate™	1	Recurring	$9,720.00	$9,720.00
Slate™ Text/SMS	1	Recurring	$1,500.00	$1,500.00
Account Advisement Services Level 1	1	Recurring	$12,600.00	$12,600.00
Data Mart™ Subscription	1	Recurring	$6,750.00	$6,750.00
Data Mart ™ Additional Source - Subscription	1	Recurring	$3,375.00	$3,375.00

Prepared By: Jason Bonham

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 16,000 annual incidents as provided by Client.
  *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

  IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

  DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite Vax™	Vaccination data documentation and reporting solution for distribution of immunizations; Integration with IIS and follow-up patient communication for certifications and booster reminders.
Elite™ Rescue - SaaS *Includes Elite™ Field	In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.
Mobile Fire Inspections - SaaS	Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web. Note: Elite Fire or Rescue is required.
Investigations	Investigations is a separate module that allows your investigators to document all aspects of a fire-related investigation, including such things as witnesses, evidence grids and weather related information. Note: Elite Fire or Rescue is required.
Permits	The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.
Community Health™ Add-on	Elite Community Health is a complete solution for community paramedicine and mobile integrated healthcare (CP/MIH). It allows you to use patient data you have already collected to identify appropriate candidates for CP/MIH programs, track progress, report on various metrics, and analyze the results.
Vault™ Records with Attachments	Vault is an archiving solution for protecting hosted clients' historical NEMSIS v2 and NEMSIS v3 patient care report data. Attachments are not to exceed 20MB per incident.

Continuum®

Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system as it is added or updated to provide you with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring you to build reports or manually check your system.
The base Continuum offering includes the following primary components:

• Monitors
Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

• Data Sets
Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for Elite, Patient Registry, LMS and other ImageTrend products.
o Community Health Patients
o Community Health Visits
o Elite Agency Location
o Elite EMS
o Elite Facility
o Elite Fire
o Elite Personnel
o EMS CAD
o Inspections
o Locations
o Occupants

• Domains
In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).
The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

o EMS Board Report
The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.
The EMS Board Report domain is included as part of the base Continuum offering.

o Fire Board Report
The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.
The Fire Board Report domain is included as part of the base Continuum offering.

Continuum® EMS Content Package

The Continuum EMS Content Package includes multiple Continuum EMS content domains. Each Continuum content domain can be purchased individually. The Continuum EMS Content Package allows you to purchase numerous EMS domains at a quantity discount versus purchasing them individually.
The following EMS domains are currently included in this package:
• Ambulance Patient Offload Times (APOT)
• At Risk Populations
• Cardiac
• Cardiac Arrest
• Clinical
• Crew Insights
• EMS CAD
• EMS Compass Measures
• Maternal & Pediatric
• Public Health
• Overdose
• Stroke
• Trauma

Continuum® Fire Content Package	The Continuum Fire Content Package includes multiple Continuum Fire content domains. Each Continuum content domain can be purchased individually. The Continuum Fire Content Package allows you to purchase numerous Fire domains at a quantity discount versus purchasing them individually. The following Fire domains are currently included in this package: • Arson • Casualties • Crew Participation / Call Attendance • Data Quality and Completeness • False Alarms • Fire Information • Fire Losses / Saves • Fire Times • Hazmat • Historical Demand • Incident Status • Incident Types • Mutual Aid • Reliability (Overlapping Calls) • Technical Rescue • Utilization
CAD Distribution	The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.).
TeleStaff Distribution	Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the Telestaff data in order to populate on the report.
Target Solutions Distribution	Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.
Hospital Hub™ Distribution	Hospital Hub Distribution allows you a hospital-centric window into EMS incidents of patients that were delivered. Users can view and print ePCR's, send outcome data, view related incidents and download any attachments of a patient that is available. Hospital Hub can connect to multiple Elite systems allowing a hospital to only need one place to be able to go even when multiple agencies are delivering to them.
Account Advisement Services Level 1	ImageTrend offers advisement services to provide clients a single point of contact to review various facets of their application and provide guidance on best practices. Level 1 includes a one hour per week phone check in, coordination of upgrades when/if needed and an advocate for non-support related items.
Webinar Training 2hr Session	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
Onsite Training Session - 8 Hours	Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Elite Site to Site Transfers	Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.
Standard Direct Messaging - EMS Agency	Allows for the sending of ePCR reports via Direct messaging or faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.
Slate™	Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.
Slate™ Text/SMS	Provides the ability to send a variety of individual or bulk text/SMS notifications and alerts to your personnel directly from Slate.

Request for:

1. Clarification of Cost Response; and
2. Best-and-Final Offer

You have been selected as a semifinalist for RFP (21/26/P – Comprehensive and Integrated Platform – Santa Fe Fire Department). In order to complete an accurate cost evaluation, we request clarification on your pricing structure. We also want to take this opportunity to request a Best-and-Final Offer.

We understand your time is valuable and want to reduce your time and effort responding to this request. The attached Cost Response Clarification form should simplify input on your end, increase our ability to evaluate cost consistently among finalists, and provide an avenue for you to express a Best and Final Offer.

No changes to Mandatory or Desirable Specifications are being proposed or requested, *only clarification on pricing structure and best-and-final offer*.

Reference and Clarification:

Please ensure that "Basic Package" cost includes all costs required to meet *all* Mandatory Specifications (summarized for ease of reference, below) and read the clarification note in regards to MIH records (below)

- User-friendly front and for generating the following:
  - ~16,000 Fire RMS records (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 13,500 ePCRs (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 10,000 MIH encounter records (increasing annually, unknown growth rate)/yr

    Clarification Note: *SFFD's strives to blend EMS and MIH services into a care continuum. SFFD's MIH encounters are therefore not strictly defined by "enrollments". Some encounters are more transactional (more episodic and response-focused services) and therefore require less data capture while others involve what some vendors may refer to as "enrollments" which we would understand to refer to longer-term case management services (and which therefore require more complex architecture). We would like to clarify that SFFD currently serves approximately 80-150 individuals in long-term case management services at any given time with potentially 300-600 individuals receiving these long-term case management services per year in addition to more transactional MIH service records. The number of encounters/records is projected to grow throughout the four years of the resulting contract.*
  - 8,000 Fire Prevention records including Inspections, Certificates of Occupancy, and Fire Investigations, Plan Review /yr

- User-friendly, customizable back end
- Uptime, IT Support, and Training as outlined in your Technical Responses
- Record transfer of incidents between operational units
- Ability to complete Fire Prevention property inspections
- Unlimited online user capacity.
- Dashboard construction capability
- Incident flagging ability
- Longitudinal organization of records
- Probabilistic matching of records
- Data Hosting or ability to work with Microsoft Windows Hypervisor
- Direct Messaging between all users (~150) and administrators
- Ability to generate and transfer referrals internally
- Ability to generate and transfer alerts internally
- Communicates/interfaces with PSAP (CAD), Telestaff (staffing software), EF Recovery (billing company), Lifepack 15 (cardiac monitor)
- Compliance with HIPAA, HITECH, NEMSIS/NMEMSTARS, and ability to push and pull data from the state HIE

Cost Response Request for Clarification and Best and Final Offer

NOTE: Please include Best and Final costs on this form.

Total Cost of providing "Basic Package" *(sum of all four years)*	$360,381.28
Explanation of inability to meet any of above criteria, and proposed solution(s).	No exceptions
List of all/any "Desirable Specifications" included in cost of "Basic Package":	All "Desirable Specifications" are included within the "Basic Package" functionality except for the following items which require additional discovery, a mutually agreed upon Statement of Work and additional cost consideration are the following: Location pin; and Land Use Software.

Itemization of Additional Features/Desirable Specifications (if applicable)

Desirable Specification/Additional Features	Cost	Frequency
Migrate Historical Fire RMS (~145,000)	$0.00	Once:☐ Per yr: ☐
Migrate Historical ePCRs (~128,000)	$800.00	Once:☐ Per yr: ☑
Migrate Historical MIH Records (~50,000 from Julota, in CSV format) – *We are unable to provide a cost at this time. We request to perform discovery on the City's data and agree to the scope and cost of the project through a mutually agreed upon Statement of Work.*	TBD	Once:☐ Per yr: ☐
Migrate exportable Fire Prevention Records (~50,000)	$0.00	Once:☐ Per yr: ☐
IBC and IFC interface (2015)	$0.00	Once:☐ Per yr: ☐
Fire Investigations capability	$5,000.00	Once:☐ Per yr: ☑
NFPA interface	$0.00	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐

DATE: April 22, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe Purchasing Office

FROM: Faith Applewhite, Department Procurement Manager
City of Santa Fe Fire Department

SUBJECT: Evaluation Committee Report, Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP # 21/26/P

In accordance with the Request for Proposals for Comprehensive and Integrated Software Platform- Santa Fe Fire Department issued January 27, 2021, three (3) responses were submitted from the following Offerors: ESO, ImageTrend, and Water on Scene. The Evaluation Committee did not evaluate the Proposal from ESO, as they did not attend the Pre-Proposal Conference, which was mandatory for submission, and also didn't separate their Proposal submission into Technical and Cost sections, which was also mandatory for evaluation. This Evaluation Committee Report summarizes all criteria, scores, and comments used in scoring the Responses.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

- Medical Officer, Michael Suber
- Mobile Integrated Health Officer, Andres Mercado
- Fire Marshall, Geronimo Griego
- ITT, Mario Martinez
- Paramedic, William Brunson

Below, find a timeline of events to date of the Evaluation Committee:

- 02/15/2021 – Informally met with Evaluation Committee to review RFP in depth and answered questions.
- 02/23/2021 – Proposals submitted.
- 02/24/2021 – Formal Evaluation Committee Kick-off meeting, review of Evaluation process with Procurement staff, submission of Non-Disclosure documents signed by Evaluation Committee Members
- 02/25/2021 – Procurement Manager received Proposals from Procurement staff, Evaluation Committee Members received Technical Proposals (ImageTrend and Water on Scene – ESO not passed on to Evaluation Committee members for aforementioned reasons) from Procurement Manager.
- 02/25/2021 – 03/03/2021 – Evaluation Committee Members reviewed and scored Technical Proposals.
- 03/03/2021 – Technical Proposal Evaluation meeting.
- 03/09/21 – Cost Proposal Evaluation.
- 03/12/21 – Finalists Selected.
- 03/15/21 – Best and Final Offers Requested
- 03/18/21 – Best and Final Offers Accepted
- 03/25/21 – Final Cost Evaluation Meeting

Section IV.B, Technical Specifications

Organizational Experience: 200

Organizational References: 90

Mandatory Specifications: 320

Desirable Specifications: 140

Section IV.B.1, Organizational Experience (200 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	177.2	161.6

Organizational Experience

Specifications:

Offeror **must**:

a) **Relevant experience:** Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

Evaluation Factors:

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points were awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

ImageTrend

The Evaluation Committee awarded ImageTrend **177.2** points based on the Offeror's response.

Relevant experience: **113 pts.**

Positive Factors: ImageTrend clearly has a large breadth of experience with increasing numbers of agencies using their software. They had a well-organized and well-written introduction to the agency that showcased institutional knowledge of the industry.

Negative Factors: ImageTrend didn't provide clarity as to how they supply information to specific contracting agencies, and didn't fully answer each question. The Evaluation Committee expressed concern that given the vast number of clients held by Offeror, Santa Fe Fire Department might not receive the individual attention it needs.

Brief Bio: **24.6 pts.**

Positive Factors: The Evaluation Committee appreciated the education an experience of the staff bios provided.

Negative Factors: The Evaluation Committee thought the staff listed weren't specifically assigned to Santa Fe Fire Department's project, and that they didn't know who their specific contacts would be.

Past Projects: **39.6 pts.**

Positive Factors: ImageTrend's response described two successes with general information provided and documented positive implementations of their software.

Negative Factors: The Evaluation Committee was concerned that there was little to no discussion of failures, few specifics, and there is concern that it seemed that much of the implementation burden would be placed on Santa Fe Fire Department staff.

WATER on Scene

The Evaluation Committee awarded Water on Scene **161.6** points based on the Offeror's response.

Relevant experience: **99 pts.**

Positive Factors: The Evaluation Committee appreciated the explanation of relevant experience and especially the possibility to have a unique customer experience with limited number of new clients permitted per year taken on by WATER on Scene.

Negative Factors: The Evaluation Committee was concerned with the apparent lack of experience with Fire Prevention needs.

Brief Bio: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the clearly written bios of specifically assigned staff.

Negative Factors: The Evaluation Committee did not have negative comments.

Past Projects: **33 pts.**

Positive Factors: The Evaluation Committee appreciated the specific descriptions of work with two clients, and that the company appears to have genuinely learned lessons from successes and failures.

Negative Factors: There is Concern that projects described were departments that were much larger than Santa Fe Fire Department.

Section IV.B.2, Organizational References (90 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**88.6**	**59**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points were awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire. Offerors were evaluated on references that showed positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process.

Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

ImageTrend

The Evaluation Committee awarded ImageTrend 88.6 points based on the Offeror's response.

Reference 1: ALBUQUERQUE FIRE RESCUE **29.6 pts**

The Evaluation Committee appreciated the Reference from a close and well known jurisdiction, and the high remarks.

Reference 2: BERNALILLO COUNTY FIRE RESCUE **29.4 pts**

The Evaluation Committee again appreciated the Reference from a close and well-known jurisdiction, and that there were all high remarks from the Reference but also "slightly limited info" and that it seemed "scattered at times."

Reference 3: SURPRISE FIRE DEPARTMENT **29.6 pts**

The Evaluation Committee appreciated the Reference from an agency that seemed to be similar demographically to Santa Fe Fire Department but that "the fire module" may be an area for improvement.

WATER on Scene

The Evaluation Committee awarded Water on Scene **59** points based on the Offeror's response.

Reference 1: MEMPHIS FIRE DEPARTMENT **0 pts**

This Reference was received late with explanation provided by both Offeror and Referring agency found to be inadequate. The Evaluation Committee unanimously voted not to score/allow the Reference.

Reference 2: CITY OF ORANGE FIRE DEPARTMENT **29.8 pts**

The Evaluation Committee thought it was a good solid reference with high remarks.

Reference 3: CHULA VISTA FIRE DEPARTMENT **29.2 pts**

The Evaluation Committee appreciated the Reference with overwhelmingly positive discussion, but also noticed that the Reference noted a slight delay in response to IT issues with Offeror.

Section IV.B.4, MANDATORY SPECIFICATIONS (320 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**299**	**252**

Mandatory Specifications

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365
3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
   - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:

   - All sections will have architecture that:
     - Is user-friendly;
     - Allows customization of data fields;

- Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);

■ EMS section:
- Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
- Create custom reports as needed by SFFD staff

■ MIH section:
- Closed-call rules for prevention, response and follow up operations;
- Create custom reports as needed by SFFD staff

■ FP section:
- Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
- Create custom reports as needed by SFFD staff

■ RMS section:
- Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
- Create custom reports as needed by SFFD staff

2. **IT support:** supply on-call technical support as needed for users and administrators.
   ■ Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
   ■ High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
   ■ Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to

be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.
   - Explain if there is a live CAD view of the system for users.
5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Evaluation Factors:

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each mandatory specification. In addition, points were awarded based on Offeror's candid and well-thought-out response to the mandatory specifications.

- *Front end and data capture*: *120*
- *Back end and data organization, storage, and analysis: 100*
- *Compliance and interface: 100*

ImageTrend

The Evaluation Committee awarded ImageTrend **299** points based on the Offeror's response.

Front End and Data Capture: **112.8 pts.**

Positive Factors: The Evaluation Committee found that the system seemed to be designed and optimized for field use with great data input capability and unlimited online user capacity. They also liked the large buttons, customizability, and the fact that it's largely hardware/OS agnostic. The Evaluation Committee also liked the chart completion score display.

Negative Factors: ImageTrend was unclear as to promise of uptime, and there was concern that record transfer capabilities seem to add cost to the original proposal. The Evaluation Committee thought the information available about repeat patients to front end users appeared to be limited to vital signs and some other fields but not totally customizable and/or with facile patient-specific information flow from back to front end users. It was also unclear on the training plan.

Back End Data Organization, Storage, Analysis: **91.2 pts**.

Positive Factors: The Evaluation Committee liked that the back end appeared to be user friendly and similar to front end in terms of usability. They had special interest in form builder and closed call rule and pre-fill customizability, and that IT support for admins appeared adequate. The Evaluation Committee appreciated the ability to use Tableau for research with data from the system.

Negative Factors: The Evaluation Committee found the IT Support language unclear. There was a lack of closed call rule customizability for the Fire Prevention section. The probabilistic matching capabilities of the software seemed inadequate, and that the parent/child record relationship only discussed structures, not use for patients, and that longitudinal records only mentioned use for patients, not businesses. The Evaluation Committee also noted that the cost of training system administrators might not be included in base price.

Compliance and Interface: **95 pts.**

Positive Factors: The Evaluation Committee liked the CQI module, inbox alert via text capability and CAD integration. They agreed that most evaluation criteria were met.

Negative Factors: ImageTrend had a lack of description of Direct Messaging capability, and it was unclear about what would be visible on the CAD screen with the described PSAP interface. Also, there was limited ability to interface with existing agencies like Telestaff and EF Recovery, and that these interfaces may be cumbersome as ImageTrend appeared to be also offering to sell Santa Fe Fire Department their own solutions for training, staffing, and billing software.

WATER on Scene

The Evaluation Committee awarded WATER on Scene **252 points** based on the Offeror's response.

Front End and Data Capture: **82 pts.**

Positive Factors: The Evaluation Committee appreciated the description of uptime and online user capacity. They also appreciated that the front end for emergency response and Mobile Integrated Health sections appeared user-friendly. Record transfer within the agency seemed to be well addressed and clearly explained.

Negative Factors: The Evaluation Committee was concerned with the lack of clarity as to the user interface for Fire Prevention, which seems to have been addressed via a partnership with "Streamline" that appeared nascent and remained vague. The Evaluation Committee also was concerned that additional/ongoing training needs were not addressed in Proposal.

Back End Data Organization, Storage, Analysis: **83 pts.**

Positive Factors: The Evaluation Committee liked that the back end interface seemed nearly infinitely customizable, and appreciated description of use of parent and child records. WATER on Scene seems to be the industry leader in longitudinal data management and probabilistic matching. Most specifications were met.

Negative Factors: The Evaluation Committee expressed concern about lack of clarity in regards to Fire Prevention report management, and use of the third-party agency software. Also, the descriptions of dashboards and flags seemed limited.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee liked the possibility of using referrals within and outside of the department. They appreciated the ability to push patient care instructions from the back to the front end users and across divisions within Santa Fe Fire Department. They also appreciated the possibility to build out a live CAD View. The specifications were largely met.

Negative Factors: The Evaluation Committee were concerned that questions about direct messaging remained unanswered after reading that portion of Response, that the interface with Telestaff appeared to be new and possibly untested, and that bi-directional information sharing specifications were lacking in description.

Section IV.B.5, DESIREABLE SPECIFICATIONS (140 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	113	105

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software.
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Desirable Specifications 140 pts
Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each desirable specification.

Evaluation Factors:

- *Front end and data capture: 50*
- *Back end and data organization, storage, and analysis: 50*
- *Compliance and interface: 40*

ImageTrend
The Evaluation Committee awarded ImageTrend **113** points based on the Offeror's response.

Front End and Data Capture: **39.4 pts**.

Positive Factors: The Evaluation Committee determined that the Proposal addressed the specifications' goal of being able to scan face sheets and IDs for input of data.

Negative Factors: The Evaluation Committee thought the ability to "pin" a location might only be available with the "Continuum" package and/or with mapping coordinates input rather than push button pinning.

Back End Data Organization, Storage, Analysis: **44 pts.**

Positive Factors: Image Trend adequately addressed the ability to migrate some historical data, and it is likely that much of the relevant data could be migrated into the new system.

Negative Factors: ImageTrend's Proposal remained unclear as to whether Fire Records Management Software, Mobile Integrated Health, and Fire Prevention records could be imported into new system and the language regarding data migration was unclear.

Compliance and Interface: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the implementation timeline, integration of IFC and IBC, and ability to include attachments to PCRs for Airtraq records.

Negative Factors: There is no interface for Land Use, NFPA standards would need to be added above the basic package, and that Target Solutions interface may be possible but doesn't exist currently.

WATER on Scene
The Evaluation Committee awarded WATER on Scene 105 points based on the Offeror's response.

Front End and Data Capture: **42 pts**.

Positive Factors: WATER on Scene addressed the specifications listed for data input of text by camera and/or scan, and location "pin."

Negative Factors: Although the Proposal addressed the ability to input data from IDs, it appears the software isn't able to upload data from face sheets into demographic data fields.

Back End Data Organization, Storage, Analysis: **45 pts**.

Positive Factors: The Evaluation Committee believed that NEMSIS and NFIRS data would be able to be migrated into new system with language in the Proposal.

Negative Factors: It remained unclear as to whether any Mobile Integrated Health or Fire Prevention records could be uploaded into new system.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee determined that many of the relevant interfaces existed in the software or that APIs could be built to address many of the specifications.

Negative Factors: The NFPA codes don't appear to be fully supported, there is no existing interface for Target Solutions or Land Use, and the third party solution for Fire Prevention record management remains troubling.

Section IV. C, Business Specifications

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.1, Letter of Transmittal (Pass/Fail)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**PASS**	**PASS**

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**PASS**	**PASS**

Specifications:

The Offeror must complete an unaltered **Campaign Contribution Disclosure Form** and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B).

Section IV.C.3, Costs (250 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	239.3	250

Specifications:

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Evaluation Factors:

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

ImageTrend

$344,950.00
---------- X 250 = **239.3**
$360,381.28

*(Total years 1-4) The Evaluation Committee awarded ***239.3*** points based on the Offeror's response.

WATER on Scene

$344,950.00
---------- X 250 = **250**
$344,950.00

*(Total years 1-4) The Evaluation Committee awarded ***250*** points based on the Offeror's response.

Section IV.C.4, NM Preferences

	ImageTrend	WATER on Scene
NM Business Preference	None	None
NM Veterans Preference	None	None

Specifications:

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

ImageTrend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

WATER on Scene

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	ImageTrend	**WATER on Scene**
Section IV.B 1. Technical Specifications Organizational Experience **(200 Points)**	177.2	161.6
Section IV.B 2. Technical Specifications Organizational References **(90 Points)**	88.6	59
Section IV.B 4. Technical Specifications Mandatory Specification **(320 Points)**	299	252
Section IV.B 5. Technical Specifications Desirable Specification **(140 Points)**	113	105
Section IV.C 1. Business Specifications Letter of Transmittal **(Pass/Fail)**	PASS	PASS
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form **(Pass/Fail)**	PASS	PASS
Section IV.C 3. Business Specifications Cost **(250 Points)**	239.3	250
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	NONE	NONE
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	NONE	NONE
TOTAL POINTS AWARDED	**917.1**	**827.6**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation and scoring of the responsive Offerors proposals submitted, as detailed above, the Evaluation Committee respectfully recommends awarding a tentative contract/ agreement to Offeror**, ImageTrend**; receiving the highest score along the natural point-break; to perform the scope of work as outlined in the Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP #21/30/P. Awarding a contract/agreement to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Fire Department and the City's clients.

Committee Signature Approval

Michael Suber
Michael Suber (Apr 23, 2021 11:09 MDT)

Apr 23, 2021

Name: **Michael Suber**
Evaluation Committee Member

Date

Andres J.Mercado
Andres J.Mercado (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

Name: **Andres Mercado**
Evaluation Committee Member

Date

Geronimo Griego
Geronimo Griego (Apr 23, 2021 14:01 MDT)

Apr 23, 2021

Name: **Geronimo Griego**
Evaluation Committee Member

Date

Mario Martinez
Mario Martinez (Apr 23, 2021 14:30 MDT)

Apr 23, 2021

Name: **Mario Martinez**
Evaluation Committee Member

Date

William Brunson
William Brunson (Apr 27, 2021 12:59 MDT)

Apr 27, 2021

Name: **William Brunson**
Evaluation Committee Member

Date

Faith Applewhite
Faith Applewhite (Apr 27, 2021 13:02 MDT)

Apr 27, 2021

Name: **Faith Applewhite**
Department Procurement Manager

Date

***Chief Procurement Officer Signature Approval of the Evaluation Committee Report and recommendation for award.**

Fran Dunaway

4/22/2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

B. "You" and "your" refers to **ImageTrend, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto:

The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of January 1, 2022 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    - MIH: create records-capture capability for prevention, response and follow up operations.
    - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.5% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Validation rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:

    - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
    - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
  Probabilistic matching: Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information, practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMSIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.

- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Ability to interface with Target Solutions
- **Airtraq:** Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. Compensation

The City shall pay to the Contractor pursuant to the Compensation Sheet attached hereto as Exhibit B and incorporated herein by reference.

The total compensation under this Agreement shall not exceed $354,755.98, excluding New Mexico gross receipts tax.

4. Payment Provisions

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit

invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

The Software Licensing Terms Attachment attached as Exhibit C is incorporated herein by reference.

The Product Specific Terms Attachment attached as Exhibit D is incorporated herein by reference.

5. **Term**

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

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract. This provision does not apply to Contractor's hosting locations.

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals RFP#21/26/P, including attachments thereto and written responses to questions and written clarifications ("Technical Proposal" dated February 23, 2021, "Cost Proposal" dated February 23, 2021, "Best and Final Offer" dated March 16, 2021 and "Request for: 1. Clarification of Cost

Response; and 2. Best and Final Offer"); (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

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

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

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

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

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

40. **Suspension, Delay or Interruption of Work**

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

41. **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:
Andres Mercado
200 Murales Road
Santa Fe, NM 87501
ajmercado@santafenm.gov

To the Contractor:
ImageTrend, Inc.
Attn: Legal Counsel
20855 Kensington Blvd.
Lakeville, MN 55044
contracts@imagetrend.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IMAGE TREND, INC.

_____
Joseph T. Graw

_____
President & COO

DATE: 9/17/2021
CRS# 03-403732-00-2
Registration # 231192

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 13, 2021 08:29 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

EXHIBIT A - SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. **Customer Support**

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. **Data Ownership**

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. **Data Protection**

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. **Suspension of Service**

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. **Availability**

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their Contractors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party Contractors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

EXHIBIT B - COMPENSATION SHEET

The prices below are based on the following SaaS transaction volumes, as provided by Client:
16,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Community Health™ Add-on Setup	ELT.003.002.011	$1,500.00	1	$ 1,500.00	Project Kick Off Milestone*
Elite™ Rescue Setup	ELT.003.002.003	$7,245.00	1	$ 7,245.00	Project Kick Off Milestone*
Onsite Training Session - 8 Hours	ELT.006.003.004	$1,400.00	2	$ 2,800.00	Delivery***
Travel	ELT.006.003.008	$2,000.00	2	$ 4,000.00	Delivery***
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	$200.00	7	$ 1,400.00	Site Available Milestone**
Webinar Training 2hr Session	ELT.006.003.009	$350.00	8	$ 2,800.00	Delivery***
Total One Time Fees				**$19,745.00**	

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	$28,972.00	1	$ 28,972.00	Site Available Milestone** / SaaS includes Support and Hosting
Standard Direct Messaging - EMS Agency	ELT.002.010.023	$1,950.00	1	$ 1,950.00	Site Available Milestone**
Investigations	ELT.001.002.018	$5,000.00	1	$ 5,000.00	Site Available Milestone**
CAD Distribution	ELT.002.007.001	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Other CAD Contractor	ELT.002.007.019	$0.00	1	$0.00	
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Mobile Fire Inspections - SaaS	ELT.001.002.014	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Permits	ELT.001.002.021	$5,000.00	1	$ 5,000.00	Site Available Milestone**

Community Health™ Add-on	ELT.001.002.003	$7,500.00	1	$ 7,500.00	Site Available Milestone**
Continuum®	CTM.001.002.001	$6,000.00	1	$ 6,000.00	Site Available Milestone**
Continuum® EMS Content Package	CTM.001.002.002	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Continuum® Fire Content Package	CTM.001.002.003	$5,000.00	1	$ 5,000.00	Site Available Milestone**
TeleStaff Distribution	ELT.002.011.004	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Hospital Hub™ Distribution	ELT.002.010.007	$4,000.00	1	$ 4,000.00	Site Available Milestone**
Elite Site to Site Transfers	ELT.002.010.016	$500.00	2	$ 1,000.00	Site Available Milestone**
Vault™ Records with Attachments	ELT.001.002.036	$800.00	1	$ 800.00	Site Available Milestone**
Total Recurring Fees Year 1				**$87,222.00**	
*The Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.					
** Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.					
*** Training & Travel Fees shall be invoiced in advance of delivery of all training sessions.					

Annual Fees Summary	
Year	**Amount**
Year 1 (FY22) $7,268.50/month x up to 9 months (10/1/2021 to 6/30/2022) plus all One Time Fees	$ 85,161.50
Year 2 (FY23) Base Recurring Fees Rate	$ 87,222.00
Year 3 (FY24) Year 2 ($87,222) + 3% annual increase ($2,617)	$ 89,838.66
Year 4 (FY25) Year 3 ($89,839) + 3% annual increase ($2,695)	$ 92,533.82
Not to Exceed for 5 Years	**$ 354,755.98**

Send Invoices To:

Andres Mercado
ajmercado@santafenm.gov
200 Murales Rd., PO Box 909
Santa Fe, New Mexico 87504

Payment Terms:

1. Except for Training and Travel Fees and Direct Messaging Connection Fee, "One Time Fees" for set up are due once upon project kick off. ImageTrend will designate an implementation coordinator. The

implementation coordinator will schedule a "Kick Off Call" with Client where the implementation coordinator outlines the implementation process, gives an overview of the Client's order, and starts discovery of how the Client's processes work. This Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.

2. The "Direct Messaging Connection Fee - Per Agency Connection" one time fees are due once upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

3. Training and Travel Fees will be invoiced at the time of delivery of each training session.

4. "Recurring Fees" are annual fees which recur each year. The Recurring Fees shall be prorated from Site Available through June 30, 2022 in the amount of $7,268.50 per month. The prorated amount shall be invoiced upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

5. Commencing July 1, 2022 and annually thereafter, the total Recurring Fees shall be invoiced. The Recurring Fees will escalate in price annually by 3% beginning on 07/01/2023 and each year thereafter.

6. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.

7. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.

8. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

EXHIBIT C - SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems excluding incidents relating to Mobile Integrated Health services.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. During the term of the Agreement, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, included here as Exhibit A.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

4. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

5. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

6. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data

export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

7. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

8. DE-IDENTIFICATION

ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

9. GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP

All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and in accordance with the license granted herein, conditioned upon full payment of the Agreement from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing this Agreement shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Agreement. In the case of ImageTrend Software products licensed herein, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Agreement. Subsequent agreements may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in a future agreement, the terms of this Agreement shall control. Any right not hereby granted is reserved.

EXHIBIT D -- PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit, and such license shall expire simultaneously with this Agreement.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

  i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend Contractors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Contractor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

  ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after

ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made as of the date of the first signature below (the "Effective Date"), by and between the City of Santa Fe, a New Mexico municipal corporation, which is a "Hybrid Entity" under HIPAA and herein referred to as "Covered Entity," and ImageTrend, Inc. herein referred to as the "Business Associate," (collectively, the "Parties") is executed to ensure that the Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated thereunder at 45 CFR parts 160, 162, and 164 ("HIPAA Rules"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health (HITECH) Act, as amended.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees to:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410, and any security incident of which it becomes aware. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 15 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule (Subpart E of 45 CFR Part 164), Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate and Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

12. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

C. Permitted Uses and Disclosures by Business Associate

1. Business Associate may use or disclose PHI as required by law.

2. Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity's minimum necessary policies and procedures.

3. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

D. Termination

1. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

3. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other party's obligations under this Agreement, that Party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

4. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity

that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is unfeasible, the protections of this Agreement will extend to such PHI.

5. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Agreed to by:

COVERED ENTITY:
CITY OF SANTA FE
Signature: _____
Title: JAREL LAPAN HILL,CITY MANAGER
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

Agreed to by:
BUSINESS ASSOCIATE:
Name: Joseph T Brown
Signature: _____
Title: President
Date: 9/17/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2021

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

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

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Jessica Rayman
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Jessica.Rayman@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Travelers Cas & Surety Co of America	31194
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

INSURED IMAGEINC4
ImageTrend, Inc.
20855 Kensington Blvd
Lakeville MN 55044

COVERAGES **CERTIFICATE NUMBER:** 1481941318 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	41HUZT7339	6/15/2021	6/15/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	41WEAB6LMI	6/15/2021	6/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E C	Tech E&O and Cyber Liability Third Party Crime	Y Y	Y Y	MTP904334800 EOC414934700 107170808	6/15/2021 6/15/2021 6/15/2021	6/15/2022 6/15/2022 6/15/2022	Per Claim/Aggregate Per Claim/Aggregate Per Claim/Aggregate	3,000,000 3,000,000 1,000,000

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

Continued Coverages:
XS Tech E&O/Cyber Liability; Policy #661012301; HSB Specialty Insurance Company, NAIC #11452; Per Claim/Aggregate $3,000,000
XS Tech E&O/Cyber Liability; Policy #LHZ789811; Landmark American Insurance Company, NAIC #0012; Per Claim/Aggregate $1,000,000

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B, C, D & E is subject to the statutes and regulations of surplus lines carriers.
City of Santa Fe their officials, officers, employees, and agents are Additional Insured on a primary and non-contributory basis as required by written contract or See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Murales Road, PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: IMAGEINC4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	ImageTrend, Inc. 20855 Kensington Blvd Lakeville MN 55044
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

agreement limited to the General Liability coverage. A Waiver of Subrogation applies in favor of the certificate holder for General Liability with respect to work performed by the named insured for specifically referenced jobs or as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: IMAGETREND, INC.
DBA: IMAGETREND, INC.

Business Location: 20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

Owner: IMAGETREND, INC.

License Number: 231192

Issued Date: September 17, 2021

Expiration Date: September 17, 2022

CRS Number: 03403732002

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

IMAGETREND, INC.
20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ImageTrend, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20855 Kensington Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeville, MN 55044

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 1 9 0 3 8 7 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Signature: Andres J. Mercado (Oct 15, 2021 12:44 MDT)

Email: ajmercado@santafenm.gov

Signature: Paul Babcock (Oct 15, 2021 12:57 MDT)

Email: prbabcock@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for the Approval of a Software Contract in the Total Amount of three hundred fifty-four thousand seven hundred fifty-five dollars and ninety-eight cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, (ajmercado@santafenm.gov, (505)629-6255).

Committee	**Review:**
Finance Committee:	11/01/2021
Quality of Life Committee:	11/03/2021
Governing Body Committee:	11/10/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21